

**EXHIBIT 3**  
**(Redacted)**

**(Previously Filed Under Seal as DI 533)**

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3 UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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5 FAIR ISAAC CORPORATION, a Delaware corporation, ) Case No. 16-cv-1054 (WMW/DTS)  
6 Plaintiff, )  
7 FEDERAL INSURANCE COMPANY, an Indiana corporation, )  
8 Defendant. )

9

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DEPOSITION OF OLIVER CLARK

11

12 a witness herein, called for examination, taken by and  
before Emma White, Court Reporter, at CMS Cameron McKenna  
13 Nabarro Olswang, LLP, Cannon Place, 780 Cannon Street,  
London EC4N 6AF,  
United Kingdom

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Tuesday, 11 September 2018 at 9.05 am

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## Depo International, Inc.

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12 Also Present: Court Reporter, Emma White  
Ms Linda Fleet, Videographer  
13 Mr Jim Woodward, FICO

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<p>1 Tuesday, 11 September 2018  2 (9.05 am)  3 VIDEOGRAPHER: This is Media No. 1 in the videotaped  4 deposition of Oliver Clark in the matter of Fair Isaac  5 Corporation versus Federal Insurance Company in the  6 United States District Court, District of Minnesota,  7 Case No. 16cv-1054(WMW-DTS). Today's date is September  8 11, 2018, and the time on the video monitor is 9.05 am.  9 The Video Operator today is Linda Fleet representing  10 Depo International. This video deposition is taking  11 place at CMS, Cameron McKenna Nabarro Olswang, Cannon  12 Place, 78 Cannon Street, London EC4N 6AF.  13 Counsel, please voice identify yourselves and state  14 whom you represent.  15 MS JANUS: Leah Janus, Fredrikson &amp; Byron, representing the  16 defendant.  17 MR HINDERAKER: Allen Hinderaker from Merchant &amp; Gould  18 representing FICO.  19 MR WOODWARD: Jim Woodward, deputy GC inside counsel for  20 FICO.  21 VIDEOGRAPHER: The Court Reporter today is Emma White and  22 could the reporter please swear in the witness?  23 OLIVER CLARK,  24 having been duly sworn,  25 testified as follows:</p>	<p>1 I'm just going to go over a couple of the ground  2 rules with you. You've been sworn in, so you're  3 testifying under oath. Do you understand that?  4 <b>A I do.</b>  5 Q Okay, so you're testifying as if you're in a court of  6 law before a judge and a jury. Do you understand that?  7 <b>A I do.</b>  8 Q I'm going to ask you questions. You're here to provide  9 answers. If you don't understand a question that I've  10 asked please ask me to rephrase or tell me that you  11 don't understand. Is that okay?  12 <b>A That is okay. Yes.</b>  13 Q Okay.  14 <b>A Yes.</b>  15 Q You're doing a good job so far in terms of timing. It's  16 important that you wait for me to finish my question  17 before you speak so that the record is clear. Is that  18 fair?  19 <b>A Yes.</b>  20 Q Okay?  21 <b>A Yes.</b>  22 Q If you don't tell me that you haven't heard or that you  23 don't understand a question, then I'll assume that  24 you've heard and that you understand the question, okay?  25 <b>A Er ... yes. I agree. Yes.</b></p>
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<p>1 CROSS-EXAMINATION BY MS JANUS:  2 BY MS JANUS:  3 Q Good morning.  4 <b>A Good morning.</b>  5 Q Please state your name for the record.  6 <b>A Oliver Clark.</b>  7 Q Mr Clark, what's your professional address?  8 <b>A Could you --</b>  9 Q Your work address?  10 <b>A Work address is The Cotton Center, Fifth Floor, Hay's  Lane, London.</b>  11 Q Where are you employed? What company are you employed  12 for?  13 <b>A My employer is FICO.</b>  14 Q Okay, and "FICO" stands for what?  15 <b>A Could you clarify?</b>  16 Q The name of your company is -- is it just "FICO" or does  17 the -- do those letters stand for something?  18 <b>A Historically I believe it was Fair Isaac Corporation.</b>  19 Q Okay, but now it's just FICO?  20 <b>A That is, I believe, the name we trade under. Yes.</b>  21 Q Okay.  22 Q Have you been deposed before?  23 <b>A No.</b>  24 Q Okay.</p>	<p>1 Q And then in terms of answering, it's important that you  2 use words rather than gestures or shrugs of the shoulder  3 or nods of the head, okay?  4 <b>A I understand.</b>  5 Q Okay.  6 What did you do to prepare for your deposition  7 today?  8 MR HINDERAKER: Object to the question to the extent it  9 seeks to invade attorney/client privilege and work  10 product.  11 BY MS JANUS:  12 Q You can go ahead and answer.  13 <b>A I met with the team yesterday.</b>  14 Q And who do you mean by, "The team"?</p>
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<p>1 Q Okay, and when was that?</p> <p>2 A I cannot recall exactly when I was contacted about this.</p> <p>3 Q Can you give me a rough idea? Was it a couple of weeks</p> <p>4 ago? A couple of months ago?</p> <p>5 A Again I cannot answer with any precision on that</p> <p>6 question.</p> <p>7 Q What documents did you review?</p> <p>8 A I reviewed email communications.</p> <p>9 Q How did you go about doing that?</p> <p>10 A Just using my personal computer the company provides me</p> <p>11 with.</p> <p>12 Q Okay, so you reviewed email communications that are in</p> <p>13 your mailbox?</p> <p>14 A Yes.</p> <p>15 Q Okay.</p> <p>16 Do you know whether those email communications have</p> <p>17 been produced in this lawsuit?</p> <p>18 A I do not.</p> <p>19 Q How did you locate the email communications that you</p> <p>20 reviewed?</p> <p>21 A I file my email communications by customer.</p> <p>22 Q Okay, and so -- take me through the steps you used to</p> <p>23 locate the emails that you reviewed to prepare for the</p> <p>24 deposition.</p> <p>25 A I referred to the file on Chubb and reviewed emails</p>	<p>1 A I cannot quantify the number of emails in that folder.</p> <p>2 Q Well, did you look at every email?</p> <p>3 Let me clarify the question. Did you look at every</p> <p>4 email in your Chubb email folder in preparation for this</p> <p>5 deposition?</p> <p>6 A I cannot say that I reviewed every email.</p> <p>7 Q Would it have been too time-consuming to review every</p> <p>8 email?</p> <p>9 MR HINDERAKER: Objection, vague.</p> <p>10 A Sorry, could you clarify the question?</p> <p>11 BY MS JANUS:</p> <p>12 Q Why didn't you review every email?</p> <p>13 A My intention was to familiarize myself with the rough</p> <p>14 timelines for dates, the approximate dates of</p> <p>15 interactions.</p> <p>16 Q So do you have an approximate -- approximation of how</p> <p>17 many emails you reviewed?</p> <p>18 MR HINDERAKER: Asked and answered.</p> <p>19 BY MS JANUS:</p> <p>20 Q Go ahead.</p> <p>21 A I cannot put a number on the number of emails.</p> <p>22 Q How much time did you spend reviewing the emails?</p> <p>23 A It was in the order of one hour or two.</p> <p>24 Q And what were you -- you said you were looking for</p> <p>25 approximate timelines for interactions. What, in</p>
<p>Page 10</p> <p>1 contained within that folder.</p> <p>2 Q Okay, and is it your practice to file both sent and</p> <p>3 received emails in your Chubb folder?</p> <p>4 A Typically only received.</p> <p>5 Q Okay.</p> <p>6 Is there a process by which your company files sent</p> <p>7 emails?</p> <p>8 MR HINDERAKER: Objection, lack of foundation.</p> <p>9 BY MS JANUS:</p> <p>10 Q As far as you know?</p> <p>11 A I'm not aware of any policy on that topic.</p> <p>12 Q Okay.</p> <p>13 Do you have a practice for filing sent emails?</p> <p>14 A I do not have a systematic practice for filing sent</p> <p>15 emails.</p> <p>16 Q By that I take it you mean sometimes you file them and</p> <p>17 sometimes you don't? Is that fair?</p> <p>18 A Yes.</p> <p>19 Q Were there sent emails in your Chubb email folder?</p> <p>20 A I do not recall.</p> <p>21 Q Do you recall approximately how many emails are in your</p> <p>22 Chubb email folder?</p> <p>23 A I do not recall.</p> <p>24 Q Can you give me a ballpark? Is it more than a thousand</p> <p>25 or closer to a couple of hundred?</p>	<p>Page 12</p> <p>1 particular, were you looking for in reviewing the</p> <p>2 emails?</p> <p>3 A My intention was to -- because this was a number of</p> <p>4 years ago -- was just to understand when I started</p> <p>5 interacting with the client, and when I last contact --</p> <p>6 interacted with the client.</p> <p>7 Q Were you also reviewing the emails checking for any</p> <p>8 particular content?</p> <p>9 A It was -- my intention was to familiarize myself with</p> <p>10 the overall shape of the interactions with the customer.</p> <p>11 Q What do you mean by, "Overall shape"?</p> <p>12 A As I said earlier, the periods when I started</p> <p>13 interacting and when I finished and when the activity,</p> <p>14 the main activities, took place.</p> <p>15 Q What is your position at FICO?</p> <p>16 A I'm a director in the Pre-Sales Consulting division,</p> <p>17 working within a line of business responsible for one of</p> <p>18 the three lines of business that FICO provides.</p> <p>19 Q Director in the Pre-Sales Consulting division? Is that</p> <p>20 correct?</p> <p>21 A Yes --</p> <p>22 Q Okay.</p> <p>23 A -- of one of the lines of business.</p> <p>24 Q Of one of the lines of business, and which line of</p> <p>25 business?</p>

<p>1 <b>A This is the Decision Management Suite line of business.</b></p> <p>2 Q What – how long have you been a director in the</p> <p>3 Pre-Sales Consulting division?</p> <p>4 <b>A I cannot recall when I was promoted to that role, to</b></p> <p>5 <b>that title, sorry. The role I've had for longer, so I</b></p> <p>6 <b>cannot recall the exact date of the promotion.</b></p> <p>7 Q How long have you been in this role?</p> <p>8 <b>A Since 2014 I've been managing a team of consultants.</b></p> <p>9 Q 2014 to the present?</p> <p>10 <b>A Yes.</b></p> <p>11 Q Okay, and how long have you been at FICO?</p> <p>12 <b>A Since 2011.</b></p> <p>13 Q What positions did you hold prior to your current</p> <p>14 position?</p> <p>15 <b>A I joined as a senior consultant, became a manager in</b></p> <p>16 <b>2014 and then promoted to director in -- I believe it</b></p> <p>17 <b>was 2015.</b></p> <p>18 Q Okay.</p> <p>19 I'll get back to those positions in a moment, but</p> <p>20 first can we just do a brief description of your past</p> <p>21 employment and education? So you started at FICO in</p> <p>22 2011?</p> <p>23 <b>A Correct.</b></p> <p>24 Q Where did you work prior to FICO?</p> <p>25 <b>A Prior to FICO I worked for a company called</b></p>	<p>1 elements of delivery as well.</p> <p>2 Q Okay.</p> <p>3 Prior to Experian?</p> <p>4 <b>A I was at university.</b></p> <p>5 Q Where did you go to school?</p> <p>6 <b>A Durham University.</b></p> <p>7 Q Where is that?</p> <p>8 <b>A Durham, United Kingdom.</b></p> <p>9 Q What's your degree in?</p> <p>10 <b>A That was a Masters in computer science, and ...</b></p> <p>11 Q Were you about to say something else?</p> <p>12 <b>A No, no. That was the Masters.</b></p> <p>13 Q Okay, and then did you have any other degrees?</p> <p>14 <b>A Yes, a Bachelor of Science.</b></p> <p>15 Q From where?</p> <p>16 <b>A University of Warwick, United Kingdom.</b></p> <p>17 Q That's like an undergraduate degree?</p> <p>18 <b>A Yes.</b></p> <p>19 Q What about any -- do you have any certifications other</p> <p>20 than a Masters in computer science?</p> <p>21 <b>A A B.Sc in computer science.</b></p> <p>22 Q What is that?</p> <p>23 <b>A Bachelor of Science.</b></p> <p>24 Q Okay, and so I'm asking just -- other than your Masters</p> <p>25 degree do you have any professional certifications that</p>
<p style="text-align: right;">Page 14</p> <p>1 <b>"Algorithmics".</b></p> <p>2 Q What did you do, in general terms, for them?</p> <p>3 <b>A Pre-sales consulting.</b></p> <p>4 Q How long were you with Algorithmics?</p> <p>5 <b>A I think it was in the order of nine months.</b></p> <p>6 Q What about prior to Algorithmics?</p> <p>7 <b>A Prior to Algorithmics I was employed by IBM.</b></p> <p>8 Q "IBM", did you say?</p> <p>9 <b>A Yes.</b></p> <p>10 Q Okay.</p> <p>11 How long were you employed with IBM?</p> <p>12 <b>A I joined the company that was acquired by IBM in 2007,</b></p> <p>13 <b>so that -- yeah.</b></p> <p>14 Q Okay.</p> <p>15 What was your role there?</p> <p>16 <b>A Pre-Sales Consultant.</b></p> <p>17 Q I'm starting to notice a pattern.</p> <p>18 What did you do prior to IBM?</p> <p>19 <b>A I worked for Experian.</b></p> <p>20 Q How long did you work there?</p> <p>21 <b>A Since May 2005 until -- I believe it was October 2007.</b></p> <p>22 Q Okay.</p> <p>23 What was your role with Experian?</p> <p>24 <b>A The title was, "Professional Services Consultant". The</b></p> <p>25 <b>role was a combination of pre-sales, training and some</b></p>	<p style="text-align: right;">Page 16</p> <p>1 you use in your line of business at all?</p> <p>2 <b>A No.</b></p> <p>3 Q Okay.</p> <p>4 Okay, so you started at FICO in 2011 as a senior</p> <p>5 consultant, and then you became a manager in 2014 and</p> <p>6 a director in 2015, and was all of your work at FICO --</p> <p>7 was your work always in the Pre-Sales Consulting area?</p> <p>8 <b>A Correct.</b></p> <p>9 Q Okay.</p> <p>10 So even when you were working as a senior consultant</p> <p>11 your focus was in Pre-Sales Consulting?</p> <p>12 <b>A Correct.</b></p> <p>13 Q Okay.</p> <p>14 You mentioned that you work for the Decision</p> <p>15 Management Suite and that is one line of business at</p> <p>16 FICO? Is that correct?</p> <p>17 <b>A Correct.</b></p> <p>18 Q Have you always worked in the Decision Management Suite</p> <p>19 line of business since you've been at FICO?</p> <p>20 <b>A No.</b></p> <p>21 Q Okay.</p> <p>22 Tell me how that's changed over time.</p> <p>23 <b>A When I joined the company we had a Pre-Sales department.</b></p> <p>24 <b>My alignment was on what was then called Decision</b></p> <p>25 <b>Management Tools, but there was a reorganization to</b></p>

<p>1    <b>introduce lines of business in our region.</b></p> <p>2    Q    When was that?</p> <p>3    <b>A    I cannot precisely remember when that took place.</b></p> <p>4    Q    So is it fair to say that prior to the reorganization</p> <p>5       your focus was on the Decision Management tools, even</p> <p>6       though the company wasn't organized with Decision</p> <p>7       Management Suite being a separate line of business?</p> <p>8    <b>A    Could you repeat the question sorry?</b></p> <p>9    Q    Sure.</p> <p>10    I'm just -- is it fair to say that prior to the</p> <p>11    reorganization your focus was on Pre-Sales Consulting in</p> <p>12    the Decision Management tools space?</p> <p>13    <b>A    That -- that was my focus, yes.</b></p> <p>14    Q    Okay, and the effect of the reorganization was -- did</p> <p>15       the reorganization have a practical effect on your focus</p> <p>16       or did it change your focus in some way?</p> <p>17    <b>A    Sorry, could you expand on, "Practical effect"?</b></p> <p>18    Q    Yeah, I'm just trying to understand if your duties were</p> <p>19       roughly the same -- though you were getting promotions,</p> <p>20       your duties or your focus at FICO was relatively the</p> <p>21       same over the yours you've been there.</p> <p>22    <b>A    With the exception of the management responsibilities,</b></p> <p>23       <b>yes.</b></p> <p>24    Q    Okay.</p> <p>25       Is the -- so describe for me what, "Pre-Sales</p>	<p>1    Q    So would you consider yourself to be a specialist in the</p> <p>2       Blaze Advisor software?</p> <p>3    <b>A    We consider ourselves generalists in decision</b></p> <p>4       <b>management, and -- yeah. We consider ourselves</b></p> <p>5       <b>generalists in the field of decision management.</b></p> <p>6    Q    Okay. I don't know what -- what do you many by that?</p> <p>7    <b>A    So our -- the primary focus of pre-sales consulting is</b></p> <p>8       <b>to match customers' business requirements against the</b></p> <p>9       <b>capabilities that FICO can offer, regardless of the</b></p> <p>10    <b>underlying software.</b></p> <p>11    Q    You are trying to, or your goal as Pre-Sales Consultant</p> <p>12       is to sell FICO's products and services to customers;</p> <p>13       correct?</p> <p>14    <b>A    That is one of our objectives, is it develop business</b></p> <p>15       <b>for the company.</b></p> <p>16    Q    And so that FICO recognizes revenue from either the</p> <p>17       licensing of its software or the sale of its services?</p> <p>18       Is that fair?</p> <p>19    <b>A    Correct.</b></p> <p>20    Q    You mentioned two categories for business development.</p> <p>21       One you said was opportunities for license. Is that</p> <p>22       correct?</p> <p>23    <b>A    Yes.</b></p> <p>24    Q    What do you mean by, "Opportunities for license"?</p> <p>25    <b>A    So, if the customer or a prospect has an upcoming</b></p>
<p>Page 18</p> <p>1    Consulting", is.</p> <p>2    <b>A    So, my primary responsibility is to help the company</b></p> <p>3    <b>develop new business. So, to progress opportunities,</b></p> <p>4    <b>so -- opportunities for license or for services, or --</b></p> <p>5    <b>for license or for services, in conjunction with the</b></p> <p>6    <b>client partner who is the salesperson responsible for</b></p> <p>7    <b>a specific account.</b></p> <p>8    Q    And you are performing those duties in connection with</p> <p>9       the Decision Management Suite? Is that correct?</p> <p>10    <b>A    My primary focus is on --</b></p> <p>11    Q    Okay.</p> <p>12    <b>A    -- the Decision Management Suite, yes.</b></p> <p>13    Q    And what is, "Blaze"?</p> <p>14    <b>A    Blaze Advisor is a software product.</b></p> <p>15    Q    Can you describe for someone who's not in your line of</p> <p>16       business, or familiar with Blaze Advisor, what it is?</p> <p>17    <b>A    It is classified as a decision rules management system</b></p> <p>18    <b>designed to allow for the management and execution of</b></p> <p>19    <b>business decisions in a way that makes them easy to</b></p> <p>20    <b>change quickly.</b></p> <p>21    Q    Is Blaze Advisor one of the products that FICO sells?</p> <p>22    <b>A    Yes.</b></p> <p>23    Q    And is it a product that is within the Decision</p> <p>24       Management Suite line of business?</p> <p>25    <b>A    Yes.</b></p>	<p>Page 20</p> <p>1    <b>project and there is a match of their requirements to</b></p> <p>2    <b>the capabilities of our technology, then the opportunity</b></p> <p>3    <b>is there for a license to be provided to that prospect</b></p> <p>4    <b>or customer.</b></p> <p>5    Q    Is that -- is licensing software one of the primary</p> <p>6       sources of revenue for FICO?</p> <p>7    MR HINDERAKER: Objection, lack of foundation.</p> <p>8    <b>A    Could you repeat the question, please?</b></p> <p>9    <b>BY MS JANUS:</b></p> <p>10    Q    Sure.</p> <p>11       As far as you know, based on your experience as</p> <p>12       a director in Pre-Sales Consulting, is licensing revenue</p> <p>13       a major source of revenue for FICO?</p> <p>14    MR HINDERAKER: Objection, lack of foundation.</p> <p>15    <b>A    It is one of the -- my understanding is that it's one of</b></p> <p>16    <b>the principal components of the company's revenue.</b></p> <p>17    <b>BY MS JANUS:</b></p> <p>18    Q    What is your experience with licensing in your role as</p> <p>19       a director, or -- I should -- let me get at it that way.</p> <p>20       Strike that.</p> <p>21       What is your role in the licensing process at FICO?</p> <p>22    <b>A    My -- the licensing process is handled by people outside</b></p> <p>23    <b>of my role. I may make suggestions -- intended usage of</b></p> <p>24    <b>the solution.</b></p> <p>25    Q    What do you mean by that?</p>

<p>1 A So, having worked with a customer I might have a good  2 sense of the intended usage, and, therefore, this  3 information feeds into the licensing process.</p> <p>4 Q "Intended usage", means what? I guess -- what do you  5 mean by, "Intended usage"?</p> <p>6 A The software is general purpose, and so, "Intended  7 usage", may be which business application the technology  8 will be used within.</p> <p>9 Q Okay.</p> <p>10 Do you -- who that you work with deals with  11 licensing?</p> <p>12 A The client partner is the person responsible.</p> <p>13 Q And do you have several client partners that you work  14 with?</p> <p>15 A Yes.</p> <p>16 Q Okay.</p> <p>17 Did you work with a client partner in connection  18 with the Chubb relationship?</p> <p>19 A Yes.</p> <p>20 Q Who was that?</p> <p>21 A Richard Hill in the UK.</p> <p>22 Q Okay.</p> <p>23 Is that it?</p> <p>24 A And in the US Mike Sawyer.</p> <p>25 Q Going back to licenses for a moment, so describe for me</p>	<p>1 workshops, or perhaps more formal RFP process where it's  2 conducted at arm's length.</p> <p>3 Q Okay, and then at a certain point it's not arm's length  4 though, right? What point do you start dealing more  5 closely with the client?</p> <p>6 A Typically in the solution design phase. That's where  7 pre-sales consulting takes a more forward role.</p> <p>8 Q Okay. Describe that.</p> <p>9 A We will work with a customer to capture requirements.</p> <p>10 Q What do you mean by, "Capture requirements"?</p> <p>11 A In some cases the clients cannot -- does not have a full  12 list of requirements so we will work with the customer  13 to understand the full range of requirements.</p> <p>14 Q Okay. What's next?</p> <p>15 A We will design or outline a solution that fits their  16 needs.</p> <p>17 Q And is that something that you do in conjunction with  18 the client? The design and outline of a solution?</p> <p>19 A Yes.</p> <p>20 Q So for someone, again, who's not in your line of work,  21 what does that involve? The design -- and maybe it  22 varies based on the project, but just in general terms  23 what does the design and outline of the solution  24 involve?</p> <p>25 A In its most simple form it's the articulation of how our</p>
<p style="text-align: center;">Page 22</p> <p>1 the process you go through when you're working with  2 a client in connection with pre-sales consulting.</p> <p>3 So, you first begin working with a client. Just  4 describe for me generally what that process involves for  5 you.</p> <p>6 A So, we endeavour to follow a sales process defined by  7 the company.</p> <p>8 Q Describe the process.</p> <p>9 A So, generally speaking, the process starts with  10 qualification -- is this a good fit for both parties.</p> <p>11 If it is, we progress to requirements-gathering and  12 solution design. Once we are selected as a vendor,  13 that's where pre-sales consulting plugs out of an  14 opportunity, typically.</p> <p>15 Q Say that again? I -- you said, "Requirements  16 gathering", and what?</p> <p>17 A "Solution design".</p> <p>18 Q What is involved in that, for someone who's not in your  19 line of business?</p> <p>20 A Solution design is where you outline to the customer  21 what configuration of a software or services or both  22 meets their requirements.</p> <p>23 Q So, are you working very closely, generally, with the  24 client and the client systems at that stage?</p> <p>25 A We would typically have had a number of meetings,</p>	<p style="text-align: center;">Page 24</p> <p>1 solution can fit in with their requirements and deliver  2 against their stated business objectives.</p> <p>3 Q And when you say your, "Solution", are -- do you refer  4 to a software that FICO owns?</p> <p>5 A Software may be part of the solution.</p> <p>6 Q What else could be part of it?</p> <p>7 A There may also be services.</p> <p>8 Q At what stage in the sales process do you enquire about  9 licensing?</p> <p>10 MR HINDERAKER: Objection, argumentative, assumes facts not  11 in evidence.</p> <p>12 A Sorry, could you clarify the question for me?</p> <p>13 BY MS JANUS:</p> <p>14 Q Sure.</p> <p>15 At some point during the sales process do you make  16 a determination about whether a license will be required  17 in the relationship?</p> <p>18 A That is primarily the responsibility of the client  19 partner.</p> <p>20 Q Do you -- are you involved in that process in any way?</p> <p>21 A I can say that I'm involved in the opportunity, but  22 the -- it is the responsibility of the client partner to  23 own and run the opportunity.</p> <p>24 Q Well, do you consult about, for instance, whether there  25 is a pre-existing license with the customer that you're</p>

<p>1 dealing with?</p> <p>2 MR HINDERAKER: Objection, vague, hypothetical.</p> <p>3 <b>A Sorry, could you expand on the question, please?</b></p> <p>4 <b>BY MS JANUS:</b></p> <p>5 Q As you're dealing with the client it's important for you</p> <p>6 to know the status of the license relationship; correct?</p> <p>7 <b>A Correct.</b></p> <p>8 Q Why is that?</p> <p>9 <b>A Even though it's not my responsibility I need to know</b></p> <p>10 <b>that there is an opportunity for the company for</b></p> <p>11 <b>applying my time.</b></p> <p>12 Q What do you mean by that?</p> <p>13 <b>A I have a responsibility to the company to make sure that</b></p> <p>14 <b>my time is spent productively and in accordance with my</b></p> <p>15 <b>role.</b></p> <p>16 Q And so it would not be productive for you to try to</p> <p>17 develop business if there would not be additional</p> <p>18 licensing revenue that would come from that business?</p> <p>19 <b>A The -- my role also includes an element of customer --</b></p> <p>20 <b>almost technical account management, as it were, so I</b></p> <p>21 <b>need to be clear; either is this an opportunity or is</b></p> <p>22 <b>this something where it's considered building a customer</b></p> <p>23 <b>relationship for the purposes of referencability, for</b></p> <p>24 <b>example.</b></p> <p>25 Q Okay, so it's important for you to know the scope of the</p>	<p>1 of the license is to understand if there is an</p> <p>2 opportunity to license that product or not; correct?</p> <p>3 <b>A Sorry, could you repeat the question?</b></p> <p>4 Q Strike that.</p> <p>5 When you say there would be no near term opportunity</p> <p>6 for a specific product, by, "Product", do you mean</p> <p>7 software offered by FICO?</p> <p>8 <b>A Yes.</b></p> <p>9 Q Okay.</p> <p>10 <b>A Yes.</b></p> <p>11 Q And then you said separate from sort of assessing the</p> <p>12 opportunity, you also provide technical support to</p> <p>13 clients?</p> <p>14 <b>A I would not classify it as technical support.</b></p> <p>15 Q Okay.</p> <p>16 I wrote down your language, so how -- you tell me</p> <p>17 what you meant by that.</p> <p>18 MR HINDERAKER: Objection, vague. Meant by what?</p> <p>19 <b>BY MS JANUS:</b></p> <p>20 Q Go ahead.</p> <p>21 <b>A Sorry, I don't recall saying that I was providing</b></p> <p>22 <b>technical support.</b></p> <p>23 Q Okay.</p> <p>24 Is there some aspect of the services that you</p> <p>25 provide on behalf of FICO that involves technical</p>
<p>Page 26</p> <p>1 license that governs a particular client for two</p> <p>2 reasons, it sounds like: one is because you have</p> <p>3 a responsibility to spend your time productively on</p> <p>4 behalf of the client; correct?</p> <p>5 MR HINDERAKER: I object to the question to the extent it</p> <p>6 misstates his testimony.</p> <p>7 <b>BY MS JANUS:</b></p> <p>8 Q Go ahead.</p> <p>9 <b>A I believe I said my responsibility is to make sure that</b></p> <p>10 <b>my time is spent appropriately from the perspective of</b></p> <p>11 <b>FICO.</b></p> <p>12 Q Okay.</p> <p>13 Well, my question to you was why is it important for</p> <p>14 you to understand the license relationship with the</p> <p>15 client you're working with. So if -- why don't you</p> <p>16 answer that question. Why is it important that you</p> <p>17 understand the scope of the license in any given client</p> <p>18 relationship you're working on?</p> <p>19 <b>A The reason would be so that I can understand what the</b></p> <p>20 <b>potential opportunity is.</b></p> <p>21 Q Okay, so once there's a license for software there's no</p> <p>22 opportunity to license that software again; correct?</p> <p>23 <b>A For a specific product there would be no near term</b></p> <p>24 <b>opportunity.</b></p> <p>25 Q Okay, so one of the reasons you need to know the scope</p>	<p>Page 28</p> <p>1 maintenance or consulting for clients?</p> <p>2 <b>A We have a division, "Professional Services", which is</b></p> <p>3 <b>chargeable, that fulfills that function.</b></p> <p>4 Q Okay, and that's the other sort of major bucket of</p> <p>5 revenue that you mentioned developing? Is that correct?</p> <p>6 <b>A I would say that there are -- clients will often employ</b></p> <p>7 <b>our Professional Services team to help implement</b></p> <p>8 <b>projects.</b></p> <p>9 Q So you -- but that wasn't really my question.</p> <p>10 So, you mentioned licensing opportunities as one</p> <p>11 business development focus of yours; correct?</p> <p>12 <b>A Correct.</b></p> <p>13 Q And you also mentioned Professional Services as the</p> <p>14 other business development focus of yours. Is that</p> <p>15 correct?</p> <p>16 <b>A I mentioned that as a potential source of opportunities,</b></p> <p>17 <b>yes.</b></p> <p>18 Q Okay.</p> <p>19 Are those the two main sources of revenue that you</p> <p>20 attempt to generate for FICO?</p> <p>21 <b>A Yes.</b></p> <p>22 Q So is it fair to say that as you're looking at a given</p> <p>23 client or potential client for FICO, you're looking for</p> <p>24 licensing opportunities and opportunities for</p> <p>25 professional services? Is that fair?</p>

<p>1 A Sorry, could you repeat the question from the start?</p> <p>2 Q Can you read it back?</p> <p>3 (RECORD READ)</p> <p>4 A I would also include, as I said, the ability to build referencability in our customers as well, so it's not purely a focus on opportunities. It's also looking at things like referencability.</p> <p>5 Q And what does that mean?</p> <p>6 A Referencability is the involvement of our customers in things like case studies, press releases, and speaking at customer events as well as doing reference calls for other prospective customers.</p> <p>7 Q Okay.</p> <p>8 So, in terms of, though, actually generating revenue, the two categories that I mentioned are the two ways that you are looking to generate revenue from a given client? Is that fair?</p> <p>9 MR HINDERAKER: I object to the question as argumentative, assumes facts not in evidence.</p> <p>10 BY MS JANUS:</p> <p>11 Q Go ahead.</p> <p>12 A I would look at it holistically, because referencability is also a good way to generate business for the company.</p> <p>13 Q What is -- okay.</p> <p>14 So -- but if I'm -- my question, I don't think it's</p>	<p>1 developments in the product that they might not be aware of, so that is an element of my role.</p> <p>2 Q Anything else?</p> <p>3 A Sorry, could you be more specific?</p> <p>4 Q No. I'm asking you. You said, "There are other things I would consider in a larger account". You mentioned one additional thing. Is there anything else?</p> <p>5 A Again, on a similar theme, if they were a large account and we had our Professional Service people doing work in the account then I would periodically catch up, speak to the Professional Services people, to get a measure of the overall satisfaction of the customer.</p> <p>6 Q Okay. Anything else?</p> <p>7 A Finally, it is considered best practice to -- after the close of an opportunity -- to visit the customer after a certain period of time and confirm that the solution is delivering against their needs.</p> <p>8 Q Anything else?</p> <p>9 A I cannot think of anything right now.</p> <p>10 Q Do you regularly review FICO's software licenses in connection with your position at FICO?</p> <p>11 A It is not my responsibility to do that.</p> <p>12 Q Okay, not my question though.</p> <p>13 A I do not regularly review legal materials or licenses.</p> <p>14 Q Do you, on occasion, review FICO's software licenses?</p>
<p>Page 30</p>	<p>Page 32</p>

1 that complicated -- my question is just for -- you're looking at potential customer A, potential client A, as you are assessing how to generate revenue for FICO from that client, your general buckets of possible revenue are: 1) licensing fees; and 2) fees that you could generate for FICO from professional services. Is that fair?

2 MR HINDERAKER: Objection, argumentative, misstates his testimony. He has told you exactly the opposite.

3 MS JANUS: Please don't coach the witness.

4 MR HINDERAKER: I'm not trying to. I'm sorry. Not my intention. It's the repetitiveness. You could be fair to the witness in terms of listening to what he's saying to you.

5 BY MS JANUS:

6 Q Go ahead and answer.

7 A So, for a new prospect, a greenfield non-customer of FICO, then I would say yes, but for a larger account I would say there are other things I would consider.

8 Q And those are the referencability piece?

9 A That is one of the aspects.

10 Q What other things would you consider?

11 A So, as I mentioned, one of the -- my responsibilities is to make sure that our customers are happy and that I -- and checking that, for example, they are aware of new

1 A I have, on occasion, opened license documents.

2 Q Have you reviewed the Chubb license for Blaze Advisor?

3 A I have opened some of the documentation relating to that license.

4 Q What's the answer to my question?

5 MR HINDERAKER: You can ask a different question but you got an answer.

6 BY MS JANUS:

7 Okay. What is the document -- I guess -- have you reviewed the Chubb license? I'll reask it.

8 MR HINDERAKER: Do you understand what she means by "Review"? Is that the problem?

9 A Yes. I think that's -- it's a word that can mean many things. Could you clarify?

10 BY MS JANUS:

11 Q Have you read it?

12 A I have read parts of the document.

13 Q When did you read parts of the document?

14 A I recall that at one time we were positioning an additional module of the software to the customer, to Chubb, and part of that exercise required us to understand what the total contract value was, so my -- I reviewed the document in order to find that value -- that number.

15 Q What was the module?

<p>1 A This was for something called, "Decision Simulator".</p> <p>2 Q Are you involved in determining the proper scope of a</p> <p>3 FICO software license?</p> <p>4 MR HINDERAKER: Objection, vague.</p> <p>5 A Could you clarify what you mean by, "Proper scope"?</p> <p>6 BY MS JANUS:</p> <p>7 Q Do you have -- do you have an understanding of generally</p> <p>8 what the scope of a license would mean in your business?</p> <p>9 A The scope is often defined by the customer in, for</p> <p>10 example, their own documentation. So if it's</p> <p>11 a proposal, they will say -- give a written indication</p> <p>12 of the extent to which they would like to use the</p> <p>13 software. So, yes, inasmuch as I will often read the</p> <p>14 customer's documentation that they provide and</p> <p>15 internally agree what it is we think the customer is</p> <p>16 trying to do.</p> <p>17 Q What are ways that you are familiar with of limiting the</p> <p>18 scope of a FICO software license?</p> <p>19 MR HINDERAKER: Objection, vague, assumes facts not in</p> <p>20 evidence, foundation.</p> <p>21 A Sorry, the question was ... could you repeat the</p> <p>22 question please?</p> <p>23 BY MS JANUS:</p> <p>24 Q Can you read it back?</p> <p>25 (RECORD READ)</p>	<p>1 limited to Europe?</p> <p>2 MR HINDERAKER: Objection, lack of foundation.</p> <p>3 A As I explained, that's something that I'm not personally</p> <p>4 involved in.</p> <p>5 BY MS JANUS:</p> <p>6 Q But you're familiar with the concept, I take it?</p> <p>7 A I'm familiar with the concept, yes.</p> <p>8 Q And if FICO in Europe generates an opportunity to</p> <p>9 license its software to a client in Europe, how is that</p> <p>10 revenue recognized?</p> <p>11 MR HINDERAKER: Objection, lack of foundation.</p> <p>12 A I'm not familiar with the precise revenue recognition</p> <p>13 rules.</p> <p>14 BY MS JANUS:</p> <p>15 Q Okay.</p> <p>16 Generally though, do you understand that FICO in</p> <p>17 Europe would actually be credited with that generation</p> <p>18 of revenue if it originated a license in Europe?</p> <p>19 MR HINDERAKER: Same objection. Lack of foundation.</p> <p>20 A I believe so, given the way that the company has been</p> <p>21 set up.</p> <p>22 BY MS JANUS:</p> <p>23 Q Fair to say that FICO in Europe then prefers to work on</p> <p>24 licensing opportunities when there is an opportunity to</p> <p>25 generate revenue through a license in Europe?</p>
<p>Page 34</p> <p>1 A So, my line of work, this tends to be often based on the</p> <p>2 business application that the technology will be used</p> <p>3 within.</p> <p>4 Q So a license may be limited in scope based on the</p> <p>5 business application?</p> <p>6 A It may be.</p> <p>7 Q Are there other ways that you're familiar with that FICO</p> <p>8 might limit the scope of its software license?</p> <p>9 A Again, I must make it clear that this is not</p> <p>10 something -- I'm neither involved in the creation or the</p> <p>11 modification of any legal agreements, but I am aware of</p> <p>12 occasions where we have restricted based on number of</p> <p>13 applications processed.</p> <p>14 Q What do you mean by, "Applications processed"?</p> <p>15 A Number of -- so, in the example of a bank, how many</p> <p>16 credit card applications can they make per year through</p> <p>17 the software.</p> <p>18 Q Anything else? Any other limitations on scope that</p> <p>19 you're familiar with in your role at FICO?</p> <p>20 A Again, I understand that the licenses can be restricted</p> <p>21 based on geography.</p> <p>22 Q Anything else?</p> <p>23 A I believe those are the principal restrictions.</p> <p>24 Q In terms of the geographical limitations, does FICO in</p> <p>25 Europe occasionally grant software licenses that are</p>	<p>Page 36</p> <p>1 MR HINDERAKER: Objection, lack of foundation, misstates</p> <p>2 prior testimony.</p> <p>3 A So, could you repeat the question again? So ...</p> <p>4 BY MS JANUS:</p> <p>5 Q Does FICO in Europe prefer to work on opportunities that</p> <p>6 present an opportunity to generate licensing revenue for</p> <p>7 FICO in Europe?</p> <p>8 MR HINDERAKER: Same objections.</p> <p>9 A I think it's worth distinguishing between FICO in Europe</p> <p>10 and the individual people who develop that business, but</p> <p>11 for the salespeople I would say yes.</p> <p>12 BY MS JANUS:</p> <p>13 Q Okay.</p> <p>14 Are you a salesperson?</p> <p>15 A I'm a Pre-Sales Consultant.</p> <p>16 Q Is there an element of your compensation that is tied to</p> <p>17 sales that you generate?</p> <p>18 A My target is regional and collective.</p> <p>19 Q So I think that means the answer is, "Yes"?</p> <p>20 A The answer is that my target is reached through the</p> <p>21 contributions of all members of the Pre-Sales Consultant</p> <p>22 team combined.</p> <p>23 Q So, your Pre-Sales Consultant team in Europe has</p> <p>24 a target number of sales -- amount of sales that it</p> <p>25 needs to reach per quarter?</p>

<p>1 <b>A Yes.</b></p> <p>2 Q And those are for sales in Europe? Is that correct?</p> <p>3 <b>A Our region is Europe, Middle East and Africa. That's in line with the company structure.</b></p> <p>5 Q So, if a license is originated in the United States, 6 your Pre-Sales division does not recognize that revenue 7 towards its target?</p> <p>8 <b>A So that if the license -- sorry -- if the opportunity originates --</b></p> <p>10 Q If there is a license that's generated in the 11 United States that does not impact your target numbers.</p> <p>12 <b>A I believe that if it's fulfilled in the United States it does not necessarily affect our numbers.</b></p> <p>14 Q Okay.</p> <p>15 MR HINDERAKER: When you're at a point for a break let's 16 take one.</p> <p>17 MS JANUS: Okay. Sure. Now works.</p> <p>18 MR HINDERAKER: Okay.</p> <p>19 VIDEOGRAPHER: Going off-the-record. The time is 10.03 am.</p> <p>20 (10.03 am)</p> <p>21 (A short break)</p> <p>22 (10.13 am)</p> <p>23 VIDEOGRAPHER: Back on the record. The time is 10.13.</p> <p>24 BY MS JANUS:</p> <p>25 Q Mr Clark, you understand that you're still under oath,</p>	<p>1 Is that fair?</p> <p>2 MR HINDERAKER: Asked and answered.</p> <p>3 <b>A So, it's not always necessary. For example, with this specific client they were located in the same building, and so regardless of any future opportunity I was happy to field their enquiry.</b></p> <p>7 <b>BY MS JANUS:</b></p> <p>8 Q You need to know the status of a client's license for 9 FICO software to be able to know what you could or 10 couldn't sell to that client in terms of software 11 licensing; correct?</p> <p>12 MR HINDERAKER: Objection, asked and answered.</p> <p>13 <b>A Sorry, do I need to answer it?</b></p> <p>14 <b>MR HINDERAKER: No, you have it try. I mean, repeat or go over the ground --</b></p> <p>16 <b>BY MS JANUS:</b></p> <p>17 Q I don't agree that it was asked and answered but 18 nonetheless, yes, you do need to answer the question.</p> <p>19 <b>A So, it's as I mentioned earlier; any opportunities are owned by the client partner of FICO. It is their responsibility to ascertain the license situation.</b></p> <p>22 Q But you, presumably, need to know the license situation 23 as well; correct? So that as you're attempting to 24 develop that business you have an understanding about 25 what business there is to develop.</p>
<p style="text-align: center;">Page 38</p> <p>1 correct?</p> <p>2 <b>A Yes.</b></p> <p>3 Q Okay.</p> <p>4 We talked about the fact that when you are working 5 with a client it's important for you to understand the 6 status of that client's license for software, if there 7 is one? Correct?</p> <p>8 MR HINDERAKER: Objection, misstates his testimony.</p> <p>9 <b>A Sorry, could you repeat the question please?</b></p> <p>10 <b>BY MS JANUS:</b></p> <p>11 Q Could you read it back?</p> <p>12 (RECORD READ)</p> <p>13 <b>A I think we discussed the need to understand what a potential -- if there is a potential opportunity.</b></p> <p>15 Q Is it important, as you're assessing whether there is 16 a potential opportunity, for you to understand whether 17 the client you're working with has a license for FICO's 18 software?</p> <p>19 <b>A In assessing whether there's an opportunity, then yes. It is something that we try to ascertain, or the client partner would ascertain that.</b></p> <p>22 Q Okay.</p> <p>23 So, as you're working with a client it's important 24 for you to understand the status of that client's 25 license for FICO software, if there is such a license.</p>	<p style="text-align: center;">Page 40</p> <p>1 MR HINDERAKER: Asked and answered.</p> <p>2 <b>A I will often be informed of the status, but it's not my responsibility to determine the status.</b></p> <p>4 <b>BY MS JANUS:</b></p> <p>5 Q Sure, but it's important for you to know the status.</p> <p>6 MR HINDERAKER: Asked and answered.</p> <p>7 MS JANUS: He hasn't answered that, so go ahead.</p> <p>8 MR HINDERAKER: Same objection.</p> <p>9 <b>A Could you state the question in full, please?</b></p> <p>10 <b>BY MS JANUS:</b></p> <p>11 Q It's important for you to know the status of the license 12 so that you have an understanding of what can be sold to 13 that particular client in terms of licensing 14 opportunities.</p> <p>15 MR HINDERAKER: Same objections.</p> <p>16 <b>A That is true only if I'm engaging with the client in order to develop an opportunity, but not true in all cases.</b></p> <p>19 <b>BY MS JANUS:</b></p> <p>20 Q One of your primary responsibilities in your position as 21 a Pre-Sales Development Director is to develop 22 opportunities; correct?</p> <p>23 <b>A That is one of my primary responsibilities.</b></p> <p>24 Q The scope of the license for software matters to whether 25 additional licensing revenue can be generated from that</p>

<p>1 client; correct?</p> <p>2 MR HINDERAKER: Objection, asked and answered.</p> <p>3 <b>A Only in the case of that specific software product. Not</b></p> <p>4 <b>true in all cases across the FICO portfolio.</b></p> <p>5 <b>BY MS JANUS:</b></p> <p>6 Q Okay, so if a license for Blaze Advisor is limited</p> <p>7 geographically to only certain areas then additional</p> <p>8 licensing revenue may be recognized for a license of</p> <p>9 Blaze Advisor to that same client in another region. Is</p> <p>10 that fair?</p> <p>11 MR HINDERAKER: You can answer the question to the extent</p> <p>12 you know, otherwise lack of foundation.</p> <p>13 <b>A So the license will -- yes -- any license will cover</b></p> <p>14 <b>certain areas and there may be areas which are not</b></p> <p>15 <b>covered by a license.</b></p> <p>16 <b>BY MS JANUS:</b></p> <p>17 Q And if that's the case then FICO can realize additional</p> <p>18 licensing revenue for issuing licenses for the areas</p> <p>19 that hadn't previously been covered; correct?</p> <p>20 <b>A Potentially, yes.</b></p> <p>21 Q The converse is true; correct? So, if a license is</p> <p>22 global or has no geographic restriction, then FICO does</p> <p>23 not have the opportunity to recognize additional</p> <p>24 licensing revenues for uses based on region? Is that</p> <p>25 fair?</p>	<p>1 A I cannot say what FICO as a corporation overall has any</p> <p>2 preference for.</p> <p>3 <b>BY MS JANUS:</b></p> <p>4 Q In your experience, though, is there a preference in</p> <p>5 your area of business to issue more narrowly-tailored</p> <p>6 licenses to maximize the ability for potential revenues</p> <p>7 from future licenses?</p> <p>8 MR HINDERAKER: Same objection. Lack of foundation.</p> <p>9 <b>A I think it's -- I can say that it is in both parties'</b></p> <p>10 <b>interests, so I would say -- to have a mutually-agreed</b></p> <p>11 <b>license that benefits both parties.</b></p> <p>12 <b>BY MS JANUS:</b></p> <p>13 Q When did you first start working with Chubb?</p> <p>14 <b>A Can you be more specific about what you mean by,</b></p> <p>15 <b>"Working"?</b></p> <p>16 Q What was your first contact with anything having to do</p> <p>17 with Chubb?</p> <p>18 <b>A I cannot recall when I first became aware at FICO that</b></p> <p>19 <b>Chubb was a customer.</b></p> <p>20 Q What is the first thing you can recall?</p> <p>21 <b>A I recall they were named as a customer that was using</b></p> <p>22 <b>the software as a success story of sorts.</b></p> <p>23 Q What context was that in?</p> <p>24 <b>A In the sales context.</b></p> <p>25 Q Describe for me what you mean as, "They were named as</p>
<p style="text-align: center;">Page 42</p> <p>1 <b>A Sorry, could you repeat the question around, "FICO does</b></p> <p>2 <b>not", please?</b></p> <p>3 Q FICO does not have the opportunity to recognize</p> <p>4 additional revenue based on use of Blaze Advisor in</p> <p>5 a particular region.</p> <p>6 <b>A There may be opportunities for either additional</b></p> <p>7 <b>products or services.</b></p> <p>8 Q But that wasn't my question.</p> <p>9 MR HINDERAKER: Well, it goes to the vagueness of the</p> <p>10 questions.</p> <p>11 <b>BY MS JANUS:</b></p> <p>12 Q Setting aside opportunities for other products or</p> <p>13 software, with respect to the software that is the</p> <p>14 subject of that global license, here Blaze Advisor,</p> <p>15 there would not be opportunities for additional</p> <p>16 licensing revenue for use in other regions. Is that</p> <p>17 fair?</p> <p>18 <b>A If, indeed, the license is truly without limitation then</b></p> <p>19 <b>that would be the case for that specific software</b></p> <p>20 <b>product.</b></p> <p>21 Q Is it fair to say that FICO prefers to issue more narrow</p> <p>22 licenses so that it might maximize its ability to</p> <p>23 generate additional license revenue based on expanded</p> <p>24 use?</p> <p>25 MR HINDERAKER: Objection, lack of foundation.</p>	<p style="text-align: center;">Page 44</p> <p>1 a customer using software".</p> <p>2 <b>A So, in sales you need to kind of understand why</b></p> <p>3 <b>customers choose us and this client was mentioned as</b></p> <p>4 <b>a customer that was using us in an enterprise manner and</b></p> <p>5 <b>gaining benefit from the usage of our technology.</b></p> <p>6 Q What type of forum was this mentioned in?</p> <p>7 <b>A I cannot recall the exact forum that this was first</b></p> <p>8 <b>mentioned in.</b></p> <p>9 Q Was it a presentation that you attended or an email that</p> <p>10 you received?</p> <p>11 <b>A It is most likely to have been some kind of sales</b></p> <p>12 <b>enablement, internal -- an internal call, perhaps, but</b></p> <p>13 <b>I can't recall the specific event.</b></p> <p>14 Q And what was the content, to the best you remember, of</p> <p>15 the message relating to Chubb?</p> <p>16 <b>A Like with most things in sales, the intention, I</b></p> <p>17 <b>understand -- the perception I had was to introduce new</b></p> <p>18 <b>people to names of customers that were using our</b></p> <p>19 <b>technology successfully.</b></p> <p>20 Q You said that one of the focuses was that Chubb was</p> <p>21 using FICO software in an enterprise manner. What does</p> <p>22 that mean?</p> <p>23 <b>A I think anecdotally it tends to be used when any</b></p> <p>24 <b>customer is using it in more than one or two areas for</b></p> <p>25 <b>business.</b></p>

<p>1 Q What do you mean by, "Areas"?</p> <p>2 A You might describe them as, "Business applications of</p> <p>3 the software", because it is general purpose.</p> <p>4 Q So, you would describe, "Enterprise manner", as using</p> <p>5 the software in more than one or two business</p> <p>6 applications?</p> <p>7 A That would not be my definition, but that may be how</p> <p>8 others might loosely refer to it, one measure of</p> <p>9 enterprise usage, whatever, "Enterprise", might mean.</p> <p>10 Q And is that your understanding of how it was being used</p> <p>11 with respect to Chubb?</p> <p>12 A I understood that the -- we had a relationship with the</p> <p>13 customer going back many years, but the software was</p> <p>14 being used in more than one area.</p> <p>15 Q Meaning more than one business application?</p> <p>16 A That is one interpretation, yes.</p> <p>17 Q Is that what you mean by that?</p> <p>18 A Yes. Yes.</p> <p>19 Q Okay.</p> <p>20 A Yes.</p> <p>21 Q So, that was your first introduction to the Chubb name;</p> <p>22 correct?</p> <p>23 A I knew of Chubb through the Chubb name, through, you</p> <p>24 know, keys and locks and the fact that their business</p> <p>25 was stationed in the same premises as our company, FICO,</p>	<p>1 A So, as I said, I don't recall the form that that</p> <p>2 communication was made in, but --</p> <p>3 Q Well, let's choose a way of referring to it. How would</p> <p>4 you like to refer to it so that we don't have to use</p> <p>5 something that isn't accurate?</p> <p>6 A I think we could probably refer to it as a "Sales</p> <p>7 story".</p> <p>8 Q Okay.</p> <p>9 A Some anecdotal --</p> <p>10 Q Sure.</p> <p>11 A -- usage.</p> <p>12 Q Okay.</p> <p>13 So, going back to that sales story, do you recall</p> <p>14 how Chubb's use of FICO's software was described in the</p> <p>15 sales story?</p> <p>16 MR HINDERAKER: Objection, assumes facts not in evidence.</p> <p>17 A I do not recall that it was described in detail.</p> <p>18 MS JANUS: Okay.</p> <p>19 It was referenced as an enterprise -- it was being</p> <p>20 used in an enterprise manner, but other than that you</p> <p>21 don't recall whether it was --</p> <p>22 A I do not recall whether the word, "Enterprise", was</p> <p>23 used, but it was presented as an example of customer</p> <p>24 success.</p> <p>25 Q Was an aspect of the success that it was -- that -- and</p>
<p>Page 46</p> <p>1 in London.</p> <p>2 Q What do you mean, "Keys and locks"?</p> <p>3 A Their brand is used on keys and locks.</p> <p>4 Q Okay.</p> <p>5 A I think through historic ... I'm not exactly sure.</p> <p>6 Q Okay, but this was your first exposure to Chubb being</p> <p>7 a FICO client?</p> <p>8 A I believe so, yes.</p> <p>9 Q Okay.</p> <p>10 Do you recall how close in time this presentation</p> <p>11 was to when you started at FICO?</p> <p>12 A I don't necessarily believe it was a presentation. It</p> <p>13 could have been a sales call or some other internal</p> <p>14 forum, and I do not recall how close in time it may have</p> <p>15 been to any other interactions.</p> <p>16 Q Okay.</p> <p>17 What was your next experience with Chubb?</p> <p>18 A So, in 2013 the -- we had, I believe, what was an</p> <p>19 inbound enquiry from a staff member from Chubb.</p> <p>20 Q Okay, and what do you recall about that?</p> <p>21 A So, the request came through the client partner in the</p> <p>22 UK. I do not recall the specifics of the enquiry.</p> <p>23 Q And going back to the sales call for a moment, that you</p> <p>24 mentioned, was Chubb's use of FICO software described in</p> <p>25 any way during that sales call?</p>	<p>Page 48</p> <p>1 was -- strike that.</p> <p>2 Was the software at issue Blaze Advisor?</p> <p>3 A Yes.</p> <p>4 Q Was one aspect of the success the fact that it, Blaze</p> <p>5 Advisor, was being widely used at Chubb?</p> <p>6 A As I said, the -- my perception was that it was being</p> <p>7 used in multiple areas.</p> <p>8 Q Okay.</p> <p>9 A Whether that's wide in the context of the overall</p> <p>10 organization I wasn't in a position to assess.</p> <p>11 Q Okay, but the fact that it was used in multiple areas</p> <p>12 was viewed as a good thing by FICO? Is that fair?</p> <p>13 A Yes, if that is, indeed, how it was presented, then that</p> <p>14 would be considered a good thing.</p> <p>15 Q Do you recall whether there was discussion during that</p> <p>16 sales story about Chubb's use of Blaze Advisor in many</p> <p>17 geographic regions?</p> <p>18 A I don't believe that was an aspect of the discussion.</p> <p>19 Q Okay.</p> <p>20 Did you understand at the time of the sales story</p> <p>21 that Chubb in Europe did, in fact, use Blaze Advisor?</p> <p>22 A That was not my perception.</p> <p>23 Q Did you have a perception one way or another on that?</p> <p>24 A I did not.</p> <p>25 Q So you just didn't know?</p>

<p>1 <b>A I did not know.</b></p> <p>2 Q So the next time that you encountered Chubb during your 3 time at FICO was in 2013; correct?</p> <p>4 <b>A That is, I believe, the next time, yes.</b></p> <p>5 Q And you said that you recall there was an inbound 6 enquiry from Chubb in Europe. Is that correct?</p> <p>7 <b>A So I said that there was an enquiry that came in to --</b> 8 <b>somehow, I do not recall -- came into the client</b> 9 <b>partner.</b></p> <p>10 Q Okay, and who was that?</p> <p>11 <b>A That was Richard Hill.</b></p> <p>12 Q And what do you recall about that?</p> <p>13 <b>A I do not recall the details. I was -- I do not recall</b> 14 <b>the details of the enquiry.</b></p> <p>15 Q Okay. Did you engage with Chubb at that time?</p> <p>16 <b>A Yes.</b></p> <p>17 Q Okay.</p> <p>18 <b>A Not immediately, but at some point soon afterwards.</b></p> <p>19 Q When the enquiry came in, did you understand the status 20 of Chubb's license for Blaze Advisor?</p> <p>21 <b>A Can you expand on what you mean by, "Status"?</b></p> <p>22 Q Did you understand whether Chubb had a license for Blaze 23 Advisor?</p> <p>24 <b>A I did not know whether they were or were not at that</b> 25 <b>precise moment in time.</b></p>	Page 50	<p>1 BY MS JANUS:</p> <p>2 Q Go ahead.</p> <p>3 <b>A So, the question -- could you repeat the question</b> 4 <b>please?</b></p> <p>5 Q Would it be your practice to verify the status and the 6 scope of a client's license for FICO software internally 7 through FICO?</p> <p>8 <b>A It would not be my responsibility to validate that.</b></p> <p>9 Q But would it be your practice to make sure, as you're 10 working with a client, that either the use you're 11 assisting with is already licensed or that a new license 12 would be contemplated?</p> <p>13 <b>A So my practice would be to -- I had the same information</b> 14 <b>from the client and from an internal source. I had no</b> 15 <b>reason to doubt that information.</b></p> <p>16 Q Okay, and here that information was that there was 17 a global license for Blaze?</p> <p>18 <b>A Yes.</b></p> <p>19 Q Who at Chubb were you working with?</p> <p>20 <b>A This is Ewen Setti.</b></p> <p>21 Q Okay.</p> <p>22 <b>A Initially.</b></p> <p>23 Q What did that -- what did your work with Chubb entail?</p> <p>24 MR HINDERAKER: Objection, vague as to time.</p> <p>25</p>	Page 52
<p>1 Q Okay.</p> <p>2 Did you find out as you were working with Chubb 3 what -- whether Chubb had a license for Blaze Advisor?</p> <p>4 <b>A The customer said -- our contact at Chubb said early on</b> 5 <b>in an email that they had a global license for Blaze</b> 6 <b>Advisor and that they were in contact with the team in</b> 7 <b>the US to managed that.</b></p> <p>8 Q So your contact at Chubb said that?</p> <p>9 <b>A Yes.</b></p> <p>10 Q And this was in 2013?</p> <p>11 <b>A I believe so, yes.</b></p> <p>12 Q In an email?</p> <p>13 <b>A Yes.</b></p> <p>14 MR HINDERAKER: And if you have those emails you could use 15 them rather than go through the memory test.</p> <p>16 <b>BY MS JANUS:</b></p> <p>17 Q Did you discuss the status of Chubb's license for Blaze 18 Advisor with your colleagues at FICO?</p> <p>19 <b>A I had a communication from a colleague internally that</b> 20 <b>echoed what the customer had said.</b></p> <p>21 Q Would it be your practice to do some internal due 22 diligence about what the status of a customer's software 23 license is?</p> <p>24 MR HINDERAKER: Same objection as to vagueness of status.</p> <p>25</p>	Page 51	<p>1 BY MS JANUS:</p> <p>2 Q In the 2013 time period.</p> <p>3 <b>A My work with Chubb in that time period was to handle the</b> 4 <b>enquiry. As I said earlier, it was -- the intention was</b> 5 <b>to understand what the customer was trying to achieve,</b> 6 <b>so I gave a presentation to Ewen on the current</b> 7 <b>capabilities of the software, because customers often</b> 8 <b>don't, themselves, keep up with what's available in the</b> 9 <b>latest version, so I saw that as a -- something I was</b> 10 <b>willing to do just to make sure the client was aware of</b> 11 <b>the current capabilities of the system.</b></p> <p>12 Q What was Chubb proposing to use Blaze Advisor for during 13 this time period?</p> <p>14 MR HINDERAKER: Objection, assumes facts not in evidence.</p> <p>15 <b>A So, Ewen was mentioning that they were in the course of</b> 16 <b>a project to use the system for an auto-renewals use</b> 17 <b>case.</b></p> <p>18 <b>BY MS JANUS:</b></p> <p>19 Q What did you understand that to mean?</p> <p>20 <b>A I am not an insurance specialist, but my understanding</b> 21 <b>was that the system would be used to decide which</b> 22 <b>policies could be renewed without any further</b> 23 <b>underwriting and which policies would require</b> 24 <b>underwriting at the time of renewal.</b></p> <p>25 Q Was it your understanding at that time that Chubb in</p>	Page 53

<p>1 Europe was already using Blaze in certain ways?</p> <p>2 <b>A That was my perception.</b></p> <p>3 Q And was that based on conversations with Mr Setti?</p> <p>4 <b>A Yes.</b></p> <p>5 Q Did you also learn that from conversations with your</p> <p>6 colleagues at FICO?</p> <p>7 MR HINDERAKER: Objection, vague. What is, "That"?</p> <p>8 <b>A Yes. Can you be more specific?</b></p> <p>9 <b>BY MS JANUS:</b></p> <p>10 Q Did you also -- did you also learn that Chubb was using</p> <p>11 Blaze in Europe from your colleagues at FICO?</p> <p>12 <b>A I did not receive that information.</b></p> <p>13 Q It was your understanding, I take it, that the use</p> <p>14 Mr Setti was asking you about for Chubb in Europe's</p> <p>15 application was within the scope of Chubb's license for</p> <p>16 Blaze Advisor? Is that correct?</p> <p>17 <b>A I was not acting to interpret the license, but I was,</b></p> <p>18 <b>based on the information Ewen was giving me, working on</b></p> <p>19 <b>the assumption that this usage was legitimate.</b></p> <p>20 Q What information was that?</p> <p>21 <b>A So the -- Ewen mentioned that they were planning to use</b></p> <p>22 <b>the software for a new project, or were in the course of</b></p> <p>23 <b>doing so, and there was an implication that they were</b></p> <p>24 <b>already using it for other areas.</b></p> <p>25 Q And so based on the information that he was going to use</p>	<p>1 BY MS JANUS:</p> <p>2 Q Go ahead.</p> <p>3 <b>A Sorry, can you repeat the question for me?</b></p> <p>4 Q Do you not recall the question?</p> <p>5 <b>A It was a long question. I want to make sure that I</b></p> <p>6 <b>answer it correctly.</b></p> <p>7 Q Was it your understanding at the time you were working</p> <p>8 with Chubb in Europe in 2013 that the contemplated use</p> <p>9 of Blaze Advisor by Chubb in Europe was within the scope</p> <p>10 of Chubb's license to use Blaze Advisor?</p> <p>11 MR HINDERAKER: Same objections.</p> <p>12 <b>A The usage of a system was implied by Ewen that it was</b></p> <p>13 <b>already in place in Europe, and I made no interpretation</b></p> <p>14 <b>of the license, but I was taking what the client had</b></p> <p>15 <b>said in good faith and I saw no reason to question their</b></p> <p>16 <b>interpretation of the agreement.</b></p> <p>17 <b>BY MS JANUS:</b></p> <p>18 Q But you just testified that your understanding of the</p> <p>19 scope of the license was based upon your colleagues at</p> <p>20 FICO's statements relating to the scope of the license</p> <p>21 as well; correct?</p> <p>22 <b>A I made no interpretation of the scope of the license,</b></p> <p>23 <b>but I was told by the customer that this was global, and</b></p> <p>24 <b>the implication was that this usage was entitled.</b></p> <p>25 Q The implication? What do you mean by, "The implication</p>
<p>Page 54</p> <p>1 the software on a new project you assumed that it was</p> <p>2 allowed under the license?</p> <p>3 <b>A The contact said quite clearly it was a global license</b></p> <p>4 <b>and that he was in contact with his colleagues in the US</b></p> <p>5 <b>who maintained that.</b></p> <p>6 Q You said, "The contact said"? You mean Ewen said?</p> <p>7 <b>A Ewen wrote --</b></p> <p>8 Q "Ewen wrote"? Okay. Okay.</p> <p>9 <b>A -- that.</b></p> <p>10 Q Okay, but also based on the information you received</p> <p>11 from your colleagues at FICO did you understand that</p> <p>12 Chubb's contemplated use of Blaze Advisor was within the</p> <p>13 scope of the license?</p> <p>14 <b>A That is correct. Yes.</b></p> <p>15 Q Okay, so it wasn't an assumption that you had simply</p> <p>16 based upon comments made by Ewen Setti; correct?</p> <p>17 <b>A Correct.</b></p> <p>18 Q So I'll ask the question again.</p> <p>19 Was it your understanding at the time you were</p> <p>20 working with Chubb in Europe that Chubb's contemplated</p> <p>21 use of Blaze Advisor in Europe was within the scope of</p> <p>22 Chubb's license to use Blaze Advisor?</p> <p>23 MR HINDERAKER: Objection to the extent it asks for a legal</p> <p>24 conclusion. Objection to the extent it misstates his</p> <p>25 prior testimony.</p>	<p>Page 56</p> <p>1 was"?</p> <p>2 <b>A So the customer contact mentioned that they implied that</b></p> <p>3 <b>they already had usage in Europe and the fact that they</b></p> <p>4 <b>were embarking on subsequent projects gave me no reason</b></p> <p>5 <b>to doubt their interpretation of their license.</b></p> <p>6 Q Okay, so your testimony is that your understanding of</p> <p>7 the fact that the usage was within the scope of Chubb's</p> <p>8 license for Blaze Advisor came entirely from Ewen Setti?</p> <p>9 <b>A I was also advised internally that the scope, or the</b></p> <p>10 <b>entitlement, was a global entitlement.</b></p> <p>11 Q Okay, but you left that out when you say why you thought</p> <p>12 the use contemplated by Chubb was within the scope of</p> <p>13 the license. Why is that?</p> <p>14 MR HINDERAKER: Objection, argumentative, and it also wasn't</p> <p>15 left out. It was in his prior testimony.</p> <p>16 MS JANUS: Please don't coach the witness.</p> <p>17 MR HINDERAKER: I'm not. Please don't argue.</p> <p>18 <b>BY MS JANUS:</b></p> <p>19 Q I'm not.</p> <p>20 <b>A I did mention the fact I had been -- I had heard similar</b></p> <p>21 <b>from an internal source, and I also mentioned that given</b></p> <p>22 <b>the fact I had heard it, the same thing, from two</b></p> <p>23 <b>places, I had no reason to doubt the legitimacy of the</b></p> <p>24 <b>usage.</b></p> <p>25 Q FICO was aware, clearly, that Chubb was using the Blaze</p>

<p>1 Advisor software in Europe; correct?</p> <p>2 MR HINDERAKER: Objection, lack of foundation, asked and</p> <p>3 answered as well.</p> <p>4 <b>A Can you be more specific when you say, "FICO"?</b></p> <p>5 <b>BY MS JANUS:</b></p> <p>6 Q No.</p> <p>7 <b>A So, individuals within FICO were aware of the</b></p> <p>8 <b>customer's -- of what the customer had said.</b></p> <p>9 Q What?</p> <p>10 <b>A Others within FICO were aware of what -- the</b></p> <p>11 <b>interactions we were having with this specific contact.</b></p> <p>12 Q Okay, so FICO -- I mean, FICO has its knowledge from its</p> <p>13 own employees, correct?</p> <p>14 MR HINDERAKER: Objection, argumentative.</p> <p>15 <b>A Sorry, could you be more specific in the question?</b></p> <p>16 <b>BY MS JANUS:</b></p> <p>17 Q We'll come back to that.</p> <p>18 In 2013 you worked with Mr Setti on the proposed use</p> <p>19 of Blaze for auto-renewals; correct?</p> <p>20 <b>A When I spoke to Ewen I'm not even sure it was proposed.</b></p> <p>21 <b>I believe it was in progress.</b></p> <p>22 Q Okay.</p> <p>23 How long did you work with Mr Setti on that project?</p> <p>24 MR HINDERAKER: Could you be more clear about what, "That",</p> <p>25 means?</p>	<p>1 <b>A In which time period are we referring?</b></p> <p>2 Q 2013 -- well, you tell me. I'm trying to get a sense of</p> <p>3 what your work with Chubb involved, so you said that in</p> <p>4 2013 you began working with them based on an enquiry</p> <p>5 that they had, and I'm trying to understand what your</p> <p>6 work involved.</p> <p>7 MR HINDERAKER: Timeframe again? 2013?</p> <p>8 <b>BY MS JANUS:</b></p> <p>9 Q Yes.</p> <p>10 <b>A I met with Ewen Setti at least once during 2013.</b></p> <p>11 Q What was the purpose of that meeting?</p> <p>12 MR HINDERAKER: Asked and answered. Go ahead.</p> <p>13 <b>A Yes. As I mentioned earlier, I presented him with</b></p> <p>14 <b>a high level overview of the current capabilities of the</b></p> <p>15 <b>software.</b></p> <p>16 <b>BY MS JANUS:</b></p> <p>17 Q Okay.</p> <p>18 What happened next in terms of your dealings with</p> <p>19 Chubb?</p> <p>20 <b>A I believe, from memory, that there was a series of</b></p> <p>21 <b>emails where -- again, ad hoc -- Ewen would ask a</b></p> <p>22 <b>question, I would write back with a response.</b></p> <p>23 Q Okay. What happened next?</p> <p>24 <b>A I believe there was a period where I didn't hear from</b></p> <p>25 <b>Ewen for some time, but that's fine. You know, it</b></p>
<p style="text-align: right;">Page 58</p> <p>1 <b>BY MS JANUS:</b></p> <p>2 Q Okay. The project you were working on in 2013, how</p> <p>3 would you describe that project?</p> <p>4 <b>A I think the word, "Project", implies a fixed commitment.</b></p> <p>5 <b>My interactions with Ewen were ad hoc and designed to</b></p> <p>6 <b>help him with any questions he had around the wider</b></p> <p>7 <b>capabilities of the technology.</b></p> <p>8 Q Did you view Chubb as a valuable client of FICO's?</p> <p>9 <b>A Yes, on the basis that any customer that's referenced</b></p> <p>10 <b>internally is one that we need to give a quality service</b></p> <p>11 <b>to.</b></p> <p>12 Q What do you mean, "Any customer that's referenced</p> <p>13 internally"?</p> <p>14 <b>A I mentioned earlier that they were -- that the brand was</b></p> <p>15 <b>used as a sales story, and, therefore, any customer that</b></p> <p>16 <b>is seen as a success ought to be given a level of</b></p> <p>17 <b>attention which is in line with their value to the</b></p> <p>18 <b>company.</b></p> <p>19 Q How long did you work with Mr Setti on the questions</p> <p>20 that he was raising with you in the 2013 time period?</p> <p>21 <b>A "How long", meaning?</b></p> <p>22 Q Was there a period of time during which you were working</p> <p>23 with him more, you know, on a more involved basis?</p> <p>24 <b>A No. It was ad hoc interactions.</b></p> <p>25 Q Okay. Did you meet with people at Chubb?</p>	<p style="text-align: right;">Page 60</p> <p>1 <b>wasn't a -- I was there to help rather than to -- for</b></p> <p>2 <b>any other reason.</b></p> <p>3 Q Okay, and was there another period after that when you</p> <p>4 were dealing with Chubb in Europe more regularly?</p> <p>5 <b>A Yes. I invited Ewen to a launch event of a new product</b></p> <p>6 <b>that we had in London -- I believe that was 2014 -- and</b></p> <p>7 <b>Ewen invited a colleague of his, Hamish Duncan.</b></p> <p>8 Q What product was that?</p> <p>9 <b>A This was the FICO Decision Management platform.</b></p> <p>10 Q Is that what it was called?</p> <p>11 <b>A That is and was the name of the product.</b></p> <p>12 Q Okay. What occurred next?</p> <p>13 <b>A My memory is hazy of the exact sequence of events.</b></p> <p>14 <b>There were fairly intermittent contacts that happened</b></p> <p>15 <b>over a long period of time.</b></p> <p>16 Q Were you the main point of contact between FICO in</p> <p>17 Europe and Chubb in Europe?</p> <p>18 <b>A I have no way of knowing what other interactions were</b></p> <p>19 <b>taking place with that particular customer --</b></p> <p>20 Q Okay.</p> <p>21 <b>A -- at that time.</b></p> <p>22 Q Based on your knowledge, were you the person at FICO in</p> <p>23 Europe who had the most contact, direct contact, with</p> <p>24 Chubb in Europe?</p> <p>25 MR HINDERAKER: Objection, lack of foundation.</p>

<p>1 A I'm unable to quantify the time I spent and compare it  2 to what others may have spent with the same customer.</p> <p>3 BY MS JANUS:</p> <p>4 Q Okay, so based on your knowledge though, I'm not asking  5 you to testify as to things you don't know, all I'm  6 asking you is based on what you know are you the person  7 at FICO in Europe who had the most contact with Chubb in  8 Europe?</p> <p>9 MR HINDERAKER: Same objection, lack of foundation.</p> <p>10 A Yes, I think I'm unable to give an accurate answer to  11 that question.</p> <p>12 BY MS JANUS:</p> <p>13 Q Do you know of anyone else at FICO in Europe who had  14 direct contact with Chubb in Europe?</p> <p>15 A During which time period?</p> <p>16 Q During your entire time at FICO?</p> <p>17 A Yes. There will have been others.</p> <p>18 Q What are the contacts that you are aware of?</p> <p>19 A So there was the event, it was a public event we invited  20 the customer to, and there would have been many FICO  21 attendees.</p> <p>22 Q At the 2014 Decision Management event?</p> <p>23 A Yes. That's correct.</p> <p>24 Q Okay.</p> <p>25 A The Decision Management platform.</p>	<p>1 specifically.</p> <p>2 Q Okay. Andy Moffat you said is an account executive?</p> <p>3 A He was the Insurance Specialist Account Executive at the  4 time.</p> <p>5 Q Is he still employed at FICO?</p> <p>6 A No.</p> <p>7 Q Where is he?</p> <p>8 A I do not know.</p> <p>9 Q Ross Smith? Was he also an account executive?</p> <p>10 A He was, yes. Yes.</p> <p>11 Q And is he still at FICO?</p> <p>12 A He is.</p> <p>13 Q What is his role?</p> <p>14 A He's now a client partner.</p> <p>15 Q Larry Jacobson. What is his role?</p> <p>16 A He's a Pre-Sales Consulting specialist in the insurance  17 sector.</p> <p>18 Q Richard Hill was the client partner. Is that correct?</p> <p>19 A Yes.</p> <p>20 Q Is he still at FICO?</p> <p>21 A No.</p> <p>22 Q Where is he?</p> <p>23 A I do not know.</p> <p>24 Q When was the last time you were in touch with him?</p> <p>25 A It must have been maybe about six months after he left.</p>
<p>Page 62</p>	<p>Page 64</p>

<p>1 Q Okay. What other contacts between people at FICO in  2 Europe and people at Chubb in Europe are you aware of?</p> <p>3 A Primarily interactions between the salespeople, the  4 client partner specifically, but also the -- what we at  5 the time called, "Account Executives", who are  6 specialist sales representatives.</p> <p>7 Q And so who are those people? You mentioned Richard  8 Hill?</p> <p>9 A Richard Hill is the client partner.</p> <p>10 Q Mm-hmm? Who else at FICO in Europe had contact, direct  11 contact, with Chubb in Europe?</p> <p>12 A The Account Executives, Andy Moffatt, Ross Smith.</p> <p>13 Q R-O-S-S?</p> <p>14 A Yes.</p> <p>15 Q Anyone else?</p> <p>16 A Also I'm aware of a colleague, Larry Jacobson, who  17 attended one of the meetings I had with Chubb.</p> <p>18 Q Okay. Anyone else?</p> <p>19 A Yeah, I -- knowing who attended the event it could have  20 been a number of others who sort of interacted with the  21 customer.</p> <p>22 Q Okay. Excluding attendance at a public event, are you  23 aware of anyone else who was communicating with Chubb in  24 Europe?</p> <p>25 A I'm not aware of anybody -- I can't recall anybody else</p>	<p>1 Q When was that?</p> <p>2 A I cannot recall the precise date.</p> <p>3 Q Give me a ballpark. When did he leave FICO?</p> <p>4 A I cannot recall a precise date. We have -- it must be  5 50 -- 40-60 -- salespeople, regional salespeople, so  6 information is -- I can't recall what the precise date  7 was.</p> <p>8 Q Sure. I'm not asking for a precise date, but was it  9 within the last year? Was it within the last two years?</p> <p>10 A It was not within the last year.</p> <p>11 Q Prior to?</p> <p>12 A Prior to --</p> <p>13 Q Okay.</p> <p>14 A -- a year.</p> <p>15 Q And you do not know where he went after he left FICO?</p> <p>16 A Oh, I believe he went to a company after FICO that he is  17 no longer working for.</p> <p>18 Q What company was that?</p> <p>19 A I think it was called, "Pin Drop".</p> <p>20 Q Do you know where he's located?</p> <p>21 A In what respect?</p> <p>22 Q Where he resides?</p> <p>23 A He lives in South-West London.</p> <p>24 Q Have you emailed with Mr Hill since he left?</p> <p>25 MR HINDERAKER: About? Objection, irrelevant.</p>
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<p>1 BY MS JANUS:</p> <p>2 Q That's not a proper objection, but go ahead.</p> <p>3 A <b>I have contacted him, yes. As I said, I believe the</b>  <b>last time was probably around six months after he left,</b>  <b>in my recollection.</b></p> <p>6 Q Okay, so when you say you've contacted him, my question  7 was have you emailed with Mr Hill.</p> <p>8 MR HINDERAKER: Same objection.</p> <p>9 A <b>Yes, I believe I have emailed him.</b></p> <p>10 BY MS JANUS:</p> <p>11 QOkay.</p> <p>12 A <b>I don't have any other contact.</b></p> <p>13 QOkay, so when -- so you haven't had phonecalls with him,  14 you've just emailed with him after he left?</p> <p>15 A <b>Yes.</b></p> <p>16 QOkay. Have you texted with him?</p> <p>17 A <b>No.</b></p> <p>18 QHave you emailed with him at all on the topic of Chubb?</p> <p>19 A <b>I don't recall that I would have.</b></p> <p>20 QSo is that a, "No", or you just don't remember whether  21 you did?</p> <p>22 A <b>I don't remember and nor do I see why I would have.</b></p> <p>23 QOkay. After -- you said that there was this  24 2014 event that you invited representatives of Chubb to,  25 and you continued to work with Chubb in Europe through</p>	<p>1 QOkay. What did Mr Sawyer tell you?</p> <p>2 A <b>I cannot recall the specific wording.</b></p> <p>3 QWithout recalling the specific wording, what was the  4 substance of what Mr Sawyer told you to the best of your  5 recollection?</p> <p>6 MR HINDERAKER: Counsel, do you want to present him the  7 emails that you have or do you want to continue the  8 memory test?</p> <p>9 A <b>I cannot recall the specific wording that he used.</b></p> <p>10 BY MS JANUS:</p> <p>11 QRight. So, I'm not asking you to recall the specific  12 wording, I'm asking for your recollection of what  13 Mr Sawyer told you, in substance.</p> <p>14 A <b>From memory, I recall he mentioned there was some legal</b>  <b>action taking place between the two parties.</b></p> <p>16 QThat's all you recall?</p> <p>17 A <b>Yes. I'm not legally trained, so I -- what I took away</b>  <b>from the communication was that it would affect future</b>  <b>discussions with the customer.</b></p> <p>20 QOkay, so you don't recall what he said the basis for  21 that legal dispute was?</p> <p>22 A <b>I believe the basis was around the license of the</b>  <b>software.</b></p> <p>24 QClearly, but any more than just around the license for  25 the software?</p>
<p>Page 66</p> <p>1 2015; correct?</p> <p>2 A <b>That's right, again on an ad hoc basis. Nothing of a</b>  <b>fixed commitment.</b></p> <p>4 Q Okay. Did you understand that while you were working  5 with Chubb on an ad hoc basis Chubb was, in fact,  6 working with Blaze in Europe?</p> <p>7 MR HINDERAKER: Objection, asked and answered.</p> <p>8 A <b>Yes. As previously mentioned, that was my</b>  <b>understanding.</b></p> <p>10 BY MS JANUS:</p> <p>11 Q At a certain point did you come to understand that there  12 was a conflict between FICO and Chubb?</p> <p>13 A <b>Could you define, "Conflict"?</b></p> <p>14 Q Do you not understand the question?</p> <p>15 A <b>"Conflict", implies, or can mean, many different things</b>  <b>so I was asking for a clarification on the question.</b></p> <p>17 Q Okay. Did you come to understand that there was  18 a conflict about Chubb's license for use of Blaze?</p> <p>19 A <b>I was advised at one point that there was some form of</b>  <b>legal process, yes.</b></p> <p>21 Q Okay, and tell me what you recall about that.</p> <p>22 A <b>So, I recall it was in 2016, and I was advised by Mike</b>  <b>Sawyer from the US that something was happening which</b>  <b>meant we would have to -- that may affect interactions</b>  <b>with the customer.</b></p>	<p>Page 68</p> <p>1 A <b>I couldn't accurately say from memory.</b></p> <p>2 Q Okay, and you had dealt with Mr Sawyer on previous  3 occasions; correct?</p> <p>4 A <b>I had emailed him and spoken once, but I did not know</b>  5 <b>him.</b></p> <p>6 Q Okay. On the occasions that you had dealt with  7 Mr Sawyer previously, did those involve issues relating  8 to Chubb's use of Blaze Advisor in Europe?</p> <p>9 A <b>I cannot recall if specifically it was he who was</b>  10 <b>involved in those discussions.</b></p> <p>11 Q But you were involved in discussions about Chubb's use  12 of Blaze Advisor in Europe with FICO employees in the  13 United States?</p> <p>14 A <b>Yes. Yes.</b></p> <p>15 Q Who were you involved in those conversations with?</p> <p>16 A <b>So, at the time, a gentleman called Russ Schreiber who</b>  17 <b>was the Global Practice Lead for insurance at FICO.</b></p> <p>18 Q What were your dealings with Mr Schreiber?</p> <p>19 A <b>Again, similar to Mr Sawyer -- ad hoc enquiries and</b>  20 <b>communications over email. Nothing verbal.</b></p> <p>21 Q Okay, and those communications would have related to  22 Chubb's use of the Blaze Advisor software in Europe?</p> <p>23 MR HINDERAKER: Objection, assumes facts.</p> <p>24 A <b>The email communications related to discussions that</b>  25 <b>were being had with Chubb in Europe.</b></p>

<p>1 <b>BY MS JANUS:</b></p> <p>2 Q And Chubb's use of Blaze Advisor in Europe?</p> <p>3 <b>A They were related to Chubb's use of Blaze Advisor in Europe.</b></p> <p>4 <b>MR HINDERAKER: Is this a good time for a break, or are you on a new topic, or ...</b></p> <p>7 <b>MS JANUS: That's fine.</b></p> <p>8 <b>MR HINDERAKER: Okay. Let's do that. We've been going for an hour or so.</b></p> <p>10 <b>VIDEOGRAPHER: Going off-the-record. The time is 11.14 am.</b></p> <p>11 (11.14 am)</p> <p>12 (Short adjournment)</p> <p>13 (11.22 am)</p> <p>14 <b>VIDEOGRAPHER: Back on the record. The time is 11.22 am.</b></p> <p>15 <b>BY MS JANUS:</b></p> <p>16 Q Mr Clark, do you understand you're still under oath?</p> <p>17 <b>A Yes.</b></p> <p>18 Q I've handed you what's been marked as deposition Exhibit 46. Could you take a moment to familiarize yourself with the document?</p> <p>21 (Exhibit 46 marked for identification)</p> <p>22 <b>A Okay. (Pause)</b></p> <p>23 Q You've reviewed it?</p> <p>24 <b>A Yes.</b></p> <p>25 Q Okay. So, this is an email chain that was forwarded to</p>	<p>1 Q "Brinson".</p> <p>2 <b>A "Brin-tison".</b></p> <p>3 Q "Brin-tison"? Thank you.</p> <p>4 In the email that Mr Brynteson wrote, just below the one that he forwarded to you, do you see that he's referencing a meeting that he had with individuals from Chubb Personal Lines?</p> <p>8 <b>A The email does state he met with the client.</b></p> <p>9 Q Okay, and then in the paragraph below that Mr Brynteson states:</p> <p>11 "As Blaze is already in the company and is well liked they are keen to go down that route rather than pull in another solution that will need to go through the US for approval and more than likely take 2 years before anything happens".</p> <p>16 Do you see that?</p> <p>17 <b>A Yes.</b></p> <p>18 Q So was it your understanding at the time you received this email that Blaze was already in Chubb Europe?</p> <p>20 <b>MR HINDERAKER: Objection, misstates prior testimony, lack of foundation.</b></p> <p>22 <b>A I do not recall that when I received his email I had any thought about usage within Europe or elsewhere.</b></p> <p>24 <b>BY MS JANUS:</b></p> <p>25 Q Okay, so you just don't recall reading the email or</p>
<p style="text-align: center;">Page 70</p> <p>1 you on August 28, 2012. Is that correct?</p> <p>2 <b>A It appears to be the case, yes.</b></p> <p>3 Q Okay.</p> <p>4 Is this one of the documents you reviewed in preparation for your deposition?</p> <p>6 <b>A It is not.</b></p> <p>7 Q Who is Oliver Brynteson?</p> <p>8 <b>A He, at the time, was a lead development consultant whose responsibility it was to generate leads for the sales force.</b></p> <p>11 Q Do you believe this was your first communication relating to Chubb while you were at FICO?</p> <p>13 <b>A I must be honest -- I don't recall receiving this email.</b></p> <p>14 Q Okay, so fair to say you don't recall communications around this time relating to Chubb generally?</p> <p>16 <b>A I must say I don't.</b></p> <p>17 Q Okay. Do you have an idea as to why Mr Brynteson forwarded the email to you?</p> <p>19 <b>A At the time we sat very close to each other. I think back-to-back. It may have just been as an FYI, I think.</b></p> <p>21 Q Okay, and do you recall having any conversations with Mr Brynteson about Chubb at that time?</p> <p>23 <b>A I do not recall.</b></p> <p>24 Q In the email that -- am I saying his name correctly?</p> <p>25 <b>A "Brinson".</b></p>	<p style="text-align: center;">Page 72</p> <p>1 having an understanding on that?</p> <p>2 <b>A I do not recall receiving this email.</b></p> <p>3 Q Fair to say, though, that Mr Brynteson at least understood that, according to his email?</p> <p>5 <b>MR HINDERAKER: Objection, calling for testimony about others' intentions, lack of foundation.</b></p> <p>7 <b>A Sorry, could you clarify what you mean by asking what he understood?</b></p> <p>9 <b>MR HINDERAKER: We're willing to stipulate that the email says what it says.</b></p> <p>11 <b>BY MS JANUS:</b></p> <p>12 Q Sure.</p> <p>13 Mr Brynteson goes on and says:</p> <p>14 "They clearly need guidance on our offering and are keen for FICO to be involved in this process".</p> <p>16 Do you see that?</p> <p>17 <b>A Yes. That is written.</b></p> <p>18 Q And then he says:</p> <p>19 "It could present opportunities to sell additional software/upgrade (depending what is included in their Blaze ELA), consultancy and training".</p> <p>22 Do you see that?</p> <p>23 <b>A I can see that.</b></p> <p>24 Q So there Mr Brynteson is identifying what he believes the opportunities are to generate revenue from Chubb?</p>

<p>1 MR HINDERAKER: Object to the question as asking for this  2 witness to testify about the subjective intentions of  3 Mr Brynteson.  4 BY MS JANUS:  5 Q That's a coaching objection. Please limit your  6 objections.  7 Go ahead.  8 <b>A Sorry, could you repeat the question again?</b>  9 Q Mr Brynteson is identifying opportunities to generate  10 additional revenue from Chubb.  11 <b>A Mr Brynteson is, at a high level, giving some idea of  what that could be, but he is also, as is his job, to  produce leads for the sales force, so I -- he is --  yeah. That is his job, is to present potential leads to  the sales force and have them accepted by the sales  force.</b>  17 Q What does the, "Blaze ELA", mean?  18 MR HINDERAKER: Object to the extent of lack of foundation  19 in terms of Mr Brynteson's meaning.  20 BY MS JANUS:  21 Q Do you know what the term, "Blaze ELA", means, based on  22 your position at FICO?  23 <b>A I do not know what Oliver Brynteson meant by that, but  an ELA in abstract is an Enterprise License Agreement.</b>  25 Q If you look earlier on in the email chain that was</p>	<p>1 <b>A Yes. Sometimes, yes.</b>  2 Q What would your involvement generally be with a Proof of  3 Concept?  4 <b>A So, we can take customer examples and place them within  the software. That's in the loosest sense of what POC  is, what might be involved.</b>  7 Q Okay, so there's this enquiry on August 13, 2012 from  8 Chubb to FICO relating to Blaze; correct?  9 <b>A Sorry, 13 August?</b>  10 Q Yes, 2012?  11 <b>A Yes.</b>  12 Q Okay. Would you expect that at that time FICO would  13 make a determination about whether Chubb in Europe has  14 a license to use Blaze?  15 MR HINDERAKER: Objection, lack of foundation.  16 <b>A I cannot answer based on what these people in the  distribution list may have done or not done.</b>  18 <b>BY MS JANUS:</b>  19 Q Okay, so you just don't know?  20 <b>A I do not know if a determination was made. I don't  recall a determination being made.</b>  22 Q Okay, but my question was a little bit different than  23 that. It's just based on your position at FICO would  24 you expect that that would be the next step that FICO  25 would take, would be to determine if there is a license</p>
<p style="text-align: center;">Page 74</p> <p>1 forwarded to you we can see the bottom of the  2 second-to-last page, there is an email from Mark Wilson  3 at Chubb to Gary Lawrence. Do you see that?  4 MR HINDERAKER: Bates number please?  5 MS JANUS: FICO2019. (Pause)  6 MR HINDERAKER: Is that what she's asking you?  7 <b>A This is the communication of 2.49 pm on 13 August?</b>  8 <b>BY MS JANUS:</b>  9 Q Yes. Do you see that?  10 <b>A An email from Mark to Gary?</b>  11 Q So it appears that Chubb is making -- is Gary Lawrence  12 someone at FICO?  13 <b>A He was, in the same role as Oliver Brynteson, a lead  generation --</b>  15 Q Okay, so it appears that on August 13, 2012 Mark Wilson  16 at Chubb enquired of Gary Lawrence at FICO relating to  17 the use of Blaze; correct?  18 <b>A The email implies that the -- he wants to see whether  the system can be used for a POC, a Proof of Concept.</b>  20 Q And what is a Proof of Concept in general terms?  21 <b>A It's a loosely-used term that can mean anything from  a demonstration based on the customer's example to  a more rigorous test of the software's capabilities.</b>  24 Q And is that something that you would be involved in?  25 A Proof of Concept?</p>	<p style="text-align: center;">Page 76</p> <p>1 for Chubb Europe to use Blaze, what the scope of that  2 license is, et cetera.  3 MR HINDERAKER: Object to lack of foundation, also asked and  4 answered about an hour-and-a-half ago.  5 <b>A I would not have necessarily thought that that  determination would have happened -- would happen  straight away.</b>  8 <b>BY MS JANUS:</b>  9 Q But it's possible?  10 <b>A It's possible, yes.</b>  11 Q Okay. I'm showing you what has been marked as Exhibit  12 47.  13 (Exhibit 47 marked for identification)  14 This is a series of emails that begin on the second  15 page of the document. The first one is dated August 14,  16 2012 which is one day after the email that we just  17 reviewed in Exhibit 46; correct? (Pause)  18 We're waiting for you to review the document. Have  19 you done so?  20 <b>A I've read the document, yes.</b>  21 Q Okay. Do you recall my question?  22 <b>A Could you repeat the question?</b>  23 Q The first email in this chain is on the second page of  24 the document; correct?  25 <b>A Yes.</b></p>

<p>1 Q And that email is from Richard Hill to Russ Schreiber 2 dated August 14, 2012; correct? 3 <b>A Correct.</b> 4 Q That is one day after the email that we reviewed dated 5 August 13, 2012 in which Chubb reached out to FICO about 6 using Blaze in Europe; correct? 7 <b>A Yes. It was the day after.</b> 8 Q Okay. Looking at Exhibit 47, the first email in the 9 chain is from Mr Hill to Mr Schreiber. Mr Hill writes: 10 "Chubb UK have started being interested in Blaze 11 (again) and I'll try and speak with the new contact who 12 apparently wants to do a POC for underwriting"; correct? 13 MR HINDERAKER: We'll stipulate what the document says. 14 BY MS JANUS: 15 Q Please answer my question. 16 <b>A That is what the document says.</b> 17 Q And, "POC", is Proof of Concept? 18 <b>A I would assume so in this case, yes. Yes.</b> 19 Q Mr Hill goes on to say: 20 "Let me know if anything has changes ..." 21 I assume he means, "Changed": 22 "... good or bad -- and more importantly whether we 23 can actually sell anything new here as I seem to 24 remember their US Blaze license allowed them the 25 software for free".</p>	<p>1 MR HINDERAKER: Clarification as to time? In the context of 2 47 or any time? 3 BY MS JANUS: 4 Q At any time. 5 <b>A I do not recall specifically verbally discussing this</b> 6 <b>topic with Richard.</b> 7 Q Was Mr Hill unhappy about the fact that FICO Europe 8 didn't have the opportunity to generate licensing 9 revenues from Chubb Europe's use of Blaze software? 10 MR HINDERAKER: Objection, lack of foundation, 11 argumentative. 12 <b>A I don't know whether -- I think, "Unhappy", is</b> 13 <b>a subjective term. I don't think it's --</b> 14 <b>BY MS JANUS:</b> 15 Q Sure. That's fair. Let me rephrase. 16 Did Mr Hill ever express to you unhappiness or 17 dissatisfaction about the fact that FICO Europe didn't 18 have the opportunity to generate licensing revenue from 19 Chubb Europe's use of Blaze? 20 <b>A I cannot recall a specific time where that happened,</b> 21 <b>but, you know, he was often in the office and perhaps he</b> 22 <b>could have mentioned the fact -- what he's talking about</b> 23 <b>here.</b> 24 Q And that it was disappointing to him that Chubb Europe, 25 or FICO Europe, couldn't generate that revenue?</p>
<p style="text-align: center;">Page 78</p> <p>1 Do you see that? 2 <b>A That is what the document says.</b> 3 Q Okay, so Mr Hill here is asking Mr Schreiber whether 4 there is anything FICO in Europe can actually sell to 5 FICO -- to Chubb in Europe; correct? 6 MR HINDERAKER: Objection, lack of foundation, the witness 7 is not on this email chain. Object to asking for 8 characterization of other people's intentions, lack of 9 foundation. 10 BY MS JANUS: 11 Q That's a speaking and coaching objection. Please limit 12 your objections according to the rules. You can go 13 ahead and answer. 14 <b>A He appears to be asking what can be sold in terms of new</b> 15 <b>licenses.</b> 16 Q Okay, and it looks like his recollection was that the US 17 Blaze license allowed Chubb Europe the software for 18 free; correct? 19 MR HINDERAKER: Same objections. 20 <b>A I cannot comment beyond anything that's written here by</b> 21 <b>Richard Hill.</b> 22 <b>BY MS JANUS:</b> 23 Q Sure. Did you discuss with Mr Hill orally that Chubb's 24 enterprise license for Blaze covered Europe's use? 25 Covered Chubb Europe's use of Blaze?</p>	<p style="text-align: center;">Page 80</p> <p>1 MR HINDERAKER: Same objection, lack of foundation, 2 argumentative. 3 BY MS JANUS: 4 Q To be clear, I'm talking about his expressions to you. 5 You mentioned that he made statements to you on this 6 topic. 7 MR HINDERAKER: That's a misstatement of prior testimony. 8 Object on that basis. 9 <b>A Yes, I didn't mention that he did verbally communicate</b> 10 <b>those things to me, but I said that I cannot recall, and</b> 11 <b>with him being in the office frequently it wouldn't</b> 12 <b>surprise me if he had, but I do not recall any specific</b> 13 <b>occasions.</b> 14 <b>BY MS JANUS:</b> 15 Q Okay. Mr Schreiber responds to Mr Hill within an hour 16 or -- I guess, just over an hour of Mr Hill's email; 17 correct? 18 <b>A That is what the document shows.</b> 19 Q And he states: 20 "They do have a Blaze ELA"; correct? 21 <b>A That is what is written here.</b> 22 Q Okay, and then he ends the email by saying: 23 "Check [with] Mike Sawyer on the lay of the land". 24 Correct? 25 <b>A That is what's written in the document.</b></p>

<p>1 Q Then Mr Sawyer responds within an hour of Mr Schreiber's  2 email and states:  3 "Richard..."  4 I'm on the bottom of the first page of Exhibit 47.  5 Are you with me?  6 <b>A Yes.</b>  7 Q He says:  8 "Richard, I am the CP for Chubb".  9 Is, "CP", "Client partner"?  10 <b>A That is what, "CP", is abbreviated to, yes.</b>  11 Q "They do have a Global ELA for Blaze and have an  12 automated [underwriting] Application running in the UK  13 already".  14 Did you see that?  15 <b>A Yes. That's written in the document.</b>  16 Q Okay, so at this time on August 14 of 2012 FICO was  17 aware that Chubb Europe was using Blaze software;  18 correct?  19 MR HINDERAKER: Object to the scope of the question with  20 respect to global FICO. Stipulate that Mr Sawyer says  21 what he says in the email.  22 <b>A Yes, so Mike Sawyer does say that they have an  underwriting application running in the UK already.</b>  24 <b>BY MS JANUS:</b>  25 Q And that Chubb has a global ELA for Blaze; correct?</p>	<p>1 BY MS JANUS:  2 Q -- of Exhibit 47, the last line in the middle email.  3 Did you see that?  4 <b>A Yes.</b>  5 Q Okay, so according to Mr Hill's email FICO Europe hadn't  6 known about, or at least Mr Hill hadn't known about  7 Chubb Europe's previous use of Blaze at that time. Is  8 that a fair conclusion?  9 MR HINDERAKER: I object, lack of foundation.  10 <b>A It appears as if Richard was unaware of this.</b>  11 <b>BY MS JANUS:</b>  12 Q And he was the client partner for Chubb Europe; correct?  13 <b>A I do not know whether it was a named account for Richard  Hill.</b>  15 Q Meaning?  16 <b>A His remit was, I believe, at the time, covering  non-banking clients in the UK -- I believe -- so it may  not have been the case that he was named to Chubb, but  it did fall -- may have fallen under his remit in that  capacity.</b>  21 Q By, "Remit", you mean sort of general area of  22 responsibility?  23 <b>A As a salesperson, yes.</b>  24 Q I'm showing you what's been marked as Exhibit 48.  25 (Exhibit 48 marked for identification)</p>
<p style="text-align: center;">Page 82</p> <p>1 <b>A That is what's written here.</b>  2 Q Okay, and these are -- that's internal communications at  3 FICO, correct?  4 <b>A This email is between three FICO employees at the time.</b>  5 Q And the purpose of Mr Hill's enquiry as he has stated it  6 is to understand what he can sell, what FICO Europe can  7 sell, to Chubb Europe; correct?  8 MR HINDERAKER: Objection, argumentative and lack of  9 foundation.  10 <b>A He was checking with his colleagues in the US who had  more daily dealings with the Chubb account.</b>  12 <b>BY MS JANUS:</b>  13 Q About what we can actually sell as FICO Europe?  14 <b>A He asks if, "We", can sell anything new.</b>  15 Q All right, and then in the next email up Mr Hill, in the  16 last sentence, says to Mr Sawyer:  17 "Do you know any..."  18 Strike that:  19 "Do you know more about the UW app..."  20 Referring to the underwriting app:  21 "... in the UK as that's a new one to me".  22 MR HINDERAKER: Counsel, what page are you on?  23 MS JANUS: The middle of the first page --  24 MR HINDERAKER: Thank you.  25</p>	<p style="text-align: center;">Page 84</p> <p>1 I'm going to ask you some questions about this chain  2 of emails. Take a moment to review and please let me  3 know when you've finished reviewing it.  4 <b>A Okay. (Pause)</b>  5 <b>Okay, I've reviewed the document.</b>  6 Q At the bottom of the first page of Exhibit 48 there is  7 an email from Ewen Setti to Richard Hill dated August  8 28, 2013; correct?  9 <b>A Correct.</b>  10 Q And he states that he got Mr Hill's email address from  11 Matthew Male and Mark Wilson:  12 "... in our Personal Lines IT team".  13 Do you see that?  14 <b>A That is what the document says.</b>  15 Q And, to refresh your recollection, when we were looking  16 at Exhibit 46 which is the first email you looked at, it  17 was Mark Wilson at Chubb who was corresponding with FICO  18 about the Personal Lines; correct? I direct you to --  19 <b>A Yes. It was Mark Wilson who was communicating in  Exhibit 46.</b>  21 Q Okay, so we carry that through, then. It looks like,  22 Mark Wilson gave Mr Setti Mr Hill's contact information,  23 according to this email; correct?  24 <b>A That appears to be the case.</b>  25 Q Mr Setti identifies that he works for the Commercial</p>

<p>1 Lines IT team at Chubb in London, and that they're  2 embarking on their first rules project:  3     "... which involves migrating some low touch/no  4 touch renewal rules from their current Oracle  5 stored-procedure implementation over it Blaze Advisor".  6     You see that?  7 <b>A That's what it says, yes.</b>  8 Q So Mr Setti is writing an email to FICO explaining that  9 Chubb in Europe is expanding its use of the Blaze  10 software; correct?  11 MR HINDERAKER: Objection, lack of foundation.  12 <b>A So, it says here that his team, or he -- "We" -- are</b>  13 <b>embarking on their first rules project.</b>  14 <b>BY MS JANUS:</b>  15 Q Okay, so they're contemplating using Blaze in a way that  16 they hadn't used Blaze before; correct?  17 MR HINDERAKER: Objection, lack of foundation.  18 <b>A I would say it's open to interpretation as to what,</b>  19 <b>"Embarking on their first project", means. It doesn't</b>  20 <b>necessarily exclude any other existing usage.</b>  21 <b>BY MS JANUS:</b>  22 Q He's writing an email -- Chubb Europe is writing an  23 email to FICO talking about wanting to use Blaze in  24 Chubb Europe in a way that they're not currently using  25 it, or expanding it to another use. Is that fair?</p>	<p>1 How did you interpret that?  2 <b>A I think his sentence explains itself in that he explains</b>  3 <b>that the upside is likely to be limited to professional</b>  4 <b>services.</b>  5 Q The upside in terms of revenue generation?  6 <b>A Near term revenue. Revenue.</b>  7 Q Okay, and then in the middle of the sentence he has a:  8     " ... (thanks Russ Schreiber) ..."  9     And there is a capital L there. Do you see that?  10 <b>A Yes.</b>  11 Q Do you know why there's a capital L there?  12 <b>A No.</b>  13 Q Did he have a little smiley face image there?  14 <b>A I don't know what --</b>  15 <b>MR HINDERAKER: Objection, lack of foundation, asks for</b>  16 <b>speculation.</b>  17 <b>BY MS JANUS:</b>  18 Q Do you still have this email in your Chubb email folder?  19 <b>A I don't remember seeing it. I don't remember seeing it.</b>  20 Q Okay, so it's possible that you still have it?  21 <b>A Yeah. I did lose some emails. I think they got</b>  22 <b>misarchived, or something, but ...</b>  23 Q Okay, so it's possible that you have it, it's possible  24 that you don't.  25 <b>A Well, I would have received it but at the time we were</b></p>
<p style="text-align: center;">Page 86</p> <p>1 MR HINDERAKER: Objection, argumentative, lack of  2 foundation.  3 <b>A Yes, Ewen Setti appears to be communicating that he's</b>  4 <b>embarking on a new project.</b>  5 <b>BY MS JANUS:</b>  6 Q Then Mr Hill forwards the email to you on October 28,  7 2013; correct?  8 <b>A On August -- 28 August --</b>  9 Q Thank you.  10 <b>A -- 2013.</b>  11 Q Thank you, and he says:  12     "Hi Olly, do you fancy playing with these guys too?"  13     I take it he's sort of saying, "Do you want to work  14 with Chubb Europe"?"  15 MR HINDERAKER: Objection, lack of foundation.  16 BY MS JANUS:  17 Q Is that how you interpreted that statement?  18 <b>A It's unclear what he means exactly by that statement.</b>  19 Q "To set expectations, they already have a Blaze global  20 ELA (thanks Russ Schreiber...) so the best we will get  21 is some PS although they do have their own IT team I  22 doubt they know what they are doing".  23     Do you see that?  24 <b>A That is what's written in the document.</b>  25 Q What do you take that to mean, to, "Set expectations"?</p>	<p style="text-align: center;">Page 88</p> <p>1 <b>using an email back-up system which has now been</b>  2 <b>decommissioned, so it may have been -- it may no longer</b>  3 <b>be accessible to me.</b>  4 Q I'm just trying to understand, but are you saying you  5 don't know whether you have it in your email folder or  6 that you do not have it in your email folder?  7 <b>A I don't believe I have it in my email folder.</b>  8 Q Okay, and you base that conclusion on the fact that it  9 was not one of the emails you reviewed in preparation  10 for the deposition?  11 <b>A Yes.</b>  12 Q Do you interpret Mr Hill's statement in the parentheses,  13 "Thanks Russ Schreiber", to be sarcastic?  14 <b>A I cannot interpret it as that, based on what I see here.</b>  15 Q Do you think that the -- did you interpret the point of  16 his statement to be, "Unfortunately they already have  17 a Blaze global ELA and that's due to Russ Schreiber"?"  18 <b>A Yes, Russ's role was as global insurance practice lead,</b>  19 <b>so Richard was setting expectations, as he says here,</b>  20 <b>around what this could possibly lead to.</b>  21 Q And then he says:  22     "PS ..."  23     Oh, I'm sorry:  24     "... some PS ..."  25 Is that, "Professional Services"?</p>

<p>1 <b>A Yes. That's Professional Services.</b></p> <p>2 Q And just describe in general terms what, "Professional</p> <p>3 Services", means in this context.</p> <p>4 <b>A Professional Services can be -- used to deploy our</b></p> <p>5 <b>software, but also to do things like conduct current</b></p> <p>6 <b>state assessments and perform business analysis as</b></p> <p>7 <b>a precursor to any project.</b></p> <p>8 Q Does this refresh your recollection that the first time</p> <p>9 you received information about the scope of the Blaze</p> <p>10 license that Chubb had was actually from Mr Hill at</p> <p>11 FICO?</p> <p>12 <b>A Yes, that would -- sorry, you asked the scope of the</b></p> <p>13 <b>license. Yes. So it appears to be the case. He's</b></p> <p>14 <b>indicating a global ELA is in place.</b></p> <p>15 Q Mr Setti in the email to Mr Hill does not make any</p> <p>16 statements about the scope of Chubb's license to use</p> <p>17 Blaze; correct?</p> <p>18 <b>A It appears that that topic is not discussed in that</b></p> <p>19 <b>email.</b></p> <p>20 Q And you had not had any contact directly with Chubb in</p> <p>21 Europe prior to Mr Hill's August 28, 2013 email. Is</p> <p>22 that correct?</p> <p>23 <b>A Not that I recall.</b></p> <p>24 Q Did you, in fact, begin engaging with Chubb in Europe</p> <p>25 after receiving this email from Mr Hill to the best of</p>	<p>1 to Mr Setti dated October 9, 2013 -- or, I'm sorry --</p> <p>2 September 10th, 2013; correct?</p> <p>3 <b>A That is correct. Yes. 10th September.</b></p> <p>4 Q Okay, and that was the date of the meeting you had with</p> <p>5 Mr Setti; correct?</p> <p>6 <b>A Yes. Yes. The dates are in different formats, but yes.</b></p> <p>7 Q Okay, and you write an email to Mr Setti and you refer</p> <p>8 to a deck on Decision Requirements Analysis?</p> <p>9 <b>A Yes.</b></p> <p>10 Q And I guess another slide deck as well, correct?</p> <p>11 <b>A Yes.</b></p> <p>12 Q Explain for me and for someone who's not in your line of</p> <p>13 business what it is that you're talking about here in</p> <p>14 this email relating to the Decision Requirements</p> <p>15 Analysis and diagram?</p> <p>16 <b>A Yes. So, this is a methodology, a business analysis</b></p> <p>17 <b>methodology, that we recommend for any new initiative.</b></p> <p>18 <b>It's designed to allow us on behalf of our clients, or</b></p> <p>19 <b>our clients themselves, to map out their requirements</b></p> <p>20 <b>for automated decisions. So that's what, "DRA", is.</b></p> <p>21 Q So, "Mapping out their requirements", meaning these are</p> <p>22 the ways in which they would want FICO's software to</p> <p>23 help with decision analysis?</p> <p>24 <b>A No. It's really -- allows them to capture the structure</b></p> <p>25 <b>of their automated decisions from a business perspective</b></p>
<p style="text-align: right;">Page 90</p> <p>1 your recollection?</p> <p>2 <b>A That is my recollection, yes. That's when I started to</b></p> <p>3 <b>meet with the clients face-to-face in the office.</b></p> <p>4 Q I'm showing you what's been marked as Exhibit 49. This</p> <p>5 is a calendar entry for a meeting.</p> <p>6 (Exhibit 49 marked for identification)</p> <p>7 <b>A Yes.</b></p> <p>8 Q And the subject of the meeting is:</p> <p>9 "Discussion on the use of Blaze Advisor"; correct?</p> <p>10 <b>A That is correct.</b></p> <p>11 Q And it appears to be a meeting scheduled for September</p> <p>12 10, 2013 between you and Mr Setti; correct?</p> <p>13 <b>A Sorry, could you repeat the question, please?</b></p> <p>14 Q It appears to be a meeting on September 10, 2013 between</p> <p>15 you and Mr Setti; correct?</p> <p>16 <b>A Yes.</b></p> <p>17 Q I'm showing you what's been marked as Exhibit 50.</p> <p>18 Please let me know when you've had a chance to review</p> <p>19 this document.</p> <p>20 (Exhibit 50 marked for identification)</p> <p>21 <b>A Okay. (Pause)</b></p> <p>22 Q Have you reviewed it? Oh.</p> <p>23 <b>A Yes, I've read the document.</b></p> <p>24 Q All right. The first email in the chain which is on the</p> <p>25 second-to-last page of Exhibit 50 is an email from you</p>	<p style="text-align: right;">Page 92</p> <p>1 to make the implementation smoother and to allow them to</p> <p>2 manage those decisions more effectively once they're in</p> <p>3 production.</p> <p>4 Q And so when you say, "Make the implementation smoother",</p> <p>5 the implementation of what?</p> <p>6 <b>A Blaze Advisor implementation.</b></p> <p>7 Q Okay. Were you discussing during the meeting with</p> <p>8 Mr Setti implementation of Blaze Advisor at Chubb</p> <p>9 Europe?</p> <p>10 <b>A I was -- as I mentioned earlier I presented current</b></p> <p>11 <b>capabilities of the software, and I discussed our</b></p> <p>12 <b>approach to Decision Requirements Analysis, and then, as</b></p> <p>13 <b>you can see from my final paragraph, he seemed to feel</b></p> <p>14 <b>as if they were self sufficient, so I offered:</b></p> <p>15 <b>"Please ... let me know if you need any assistance</b></p> <p>16 <b>... ad-hoc queries ... training requirements ... needed</b></p> <p>17 <b>by you or our team".</b></p> <p>18 Q Did he discuss with you at the September 10, 2013</p> <p>19 meeting Chubb Europe's use of Blaze Advisor at that</p> <p>20 time? How Chubb Europe -- strike that.</p> <p>21 Did he discuss with you during the September 10,</p> <p>22 2013 meeting how Chubb Europe was using Blaze Advisor at</p> <p>23 that time?</p> <p>24 <b>A He may have. I don't recall any details around the</b></p> <p>25 <b>extent.</b></p>

<p>1 Q Do you -- as you sit here today do you recall having 2 knowledge generally about how Chubb Europe was using 3 Blaze Advisor?</p> <p>4 A <b>Not in any level of detail, no.</b></p> <p>5 Q Do you recall what applications Chubb Europe used Blaze 6 Advisor in?</p> <p>7 A <b>I believe in a -- I believe Ewen did advise me that they 8 had an instance in accident and casualty, but that is 9 just my recollection.</b></p> <p>10 Q Do you recall the name of the application it was used 11 in? No?</p> <p>12 A <b>No, just a generic -- the generic term I just used.</b></p> <p>13 Q Okay, then on the next page of the exhibit which is 14 FICO2024 in the middle of the page you forward the email 15 from Mr Setti to Mr Hill; correct?</p> <p>16 A <b>Yes.</b></p> <p>17 Q And you copy Dermot McCarthy. Who's that?</p> <p>18 A <b>He was Richard's manager. Sales Director.</b></p> <p>19 Q Is he at FICO still?</p> <p>20 A <b>He is.</b></p> <p>21 Q What's his position?</p> <p>22 A <b>He's a client partner managing our processors -- relationships with processors.</b></p> <p>23 Q Okay. Then in your email to Mr Hill you say: 24 "It seems like they have plenty of candidate</p>	<p>1 Q So because there was not an opportunity for licensing 2 Blaze Advisor, it's significant to you that you see an 3 opportunity to license an add on to Blaze Advisor. Is 4 that fair?</p> <p>5 A <b>Yes, it's part of Blaze Advisor and I wanted to make 6 Richard aware that there was a potential opportunity.</b></p> <p>7 Q Okay, and you note that the Decision Simulator was not a 8 part of their current enterprise license; correct?</p> <p>9 A <b>That's what's written here, yes.</b></p> <p>10 Q That's what you wrote?</p> <p>11 A <b>Yes.</b></p> <p>12 Q You say:</p> <p>13 [REDACTED] [REDACTED]"</p> <p>15 Is that Decision Simulator --</p> <p>16 A <b>Yes.</b></p> <p>17 Q -- license:</p> <p>18 " ... which is perceived to be a little steep".</p> <p>19 So Mr Setti had, or Chubb had received a quote for 20 a global Decision Simulator license?</p> <p>21 A <b>It appears that that was the case. I don't specifically recall the discussion, but yes, that would be the implication of this.</b></p> <p>24 Q And then you say:</p> <p>25 "If there were enough projects in Europe could we</p>
<p>Page 94</p> <p>1 projects for Blaze Advisor in the UK/Europe, and have 2 been coached well by their colleagues in North America". 3 What are you referring to there?</p> <p>4 A <b>So this was a comment on what must have been Ewen 5 mentioning that he perhaps sees potential for using the 6 technology elsewhere, and when I say, "Have been coached 7 well by their colleagues in North America", I believe 8 that was from a perception that he was well-connected to 9 the US team and seemed comfortable running the projects 10 themselves, as I note in the second paragraph.</b></p> <p>11 Q And then you say: 12 "As a result they seem fairly self-sufficient and 13 Ewen doesn't think that training is needed currently, 14 but ..." 15 Bolded and underlined: 16 "... he sees the value of Decision Simulator which 17 is not currently part of their ELA". 18 Did you see that?</p> <p>19 A <b>I do see that, yes.</b></p> <p>20 Q So you're pointing out that there is an opportunity for 21 FICO Europe to license another software to Chubb Europe; 22 correct?</p> <p>23 A <b>Yes. I'm noting to Richard that there is a potential 24 opportunity for Decision Simulator which is an add on to 25 Blaze Advisor.</b></p>	<p>Page 96</p> <p>1 propose a license for the use of Decision Simulator 2 within the UK and Europe only"; correct?</p> <p>3 A <b>That's what I wrote, yes.</b></p> <p>4 Q Okay, and what was the purpose of that suggestion?</p> <p>5 A <b>The purpose was to give Richard some idea of what he 6 could potentially work towards as a client partner.</b></p> <p>7 Q Okay, and the next email up Mr Hill responds to you 8 relating to your question about a European only ELA for 9 Decision Simulator, and he says: 10 "...the cost for a European only ELA for DS would 11 depend on two factors -- how big are the 2 regions 12 relatively to one another, and when do they think they 13 could contract for it.... 14 So let's take the first one: 15 "How big are the two regions relative to one 16 another: 17 What's your understanding of what that means? 18 A <b>So, the pricing for Blaze Advisor is rated on group 19 revenue, so therefore any discussions around further 20 licensing must take the relative sizes of whatever it is 21 that's being defined into consideration.</b> 22 Q So when you say, "Rated on group revenue", you mean that 23 the entity that the license is being granted to, the 24 revenue of that entity is what FICO looks to to 25 determine what the pricing for the software will be?</p>

<p>1 MR HINDERAKER: Object to lack of foundation but answer to  2 the extent you know.</p> <p>3 <b>A So, one of the questions in the pricing configuration</b>  4 <b>engine, or Blaze Advisor, is group revenue.</b></p> <p>5 <b>BY MS JANUS:</b></p> <p>6 Q Okay, group revenue meaning the -- what does, "Group  7 revenue", mean though?</p> <p>8 <b>A I do not have a specific definition for that.</b></p> <p>9 Q Is it your understanding that it means the revenue for  10 the entity or entities that will be using the software?</p> <p>11 <b>A Again, I do not have a specific definition of what is</b>  12 <b>meant by, "Group revenue".</b></p> <p>13 Q And then he mentioned:  14     ".... when do they think they could contract for  15 it..."  16     In the next sentence he also says:  17     ".... if they can contract this month we [can] make  18 that 225K or less".  19     Do you see that?</p> <p>20 <b>A That's what's written in the document, yes.</b></p> <p>21 Q And what is he referring to there?</p> <p>22 MR HINDERAKER: Objection, lack of foundation.</p> <p>23 BY MS JANUS:</p> <p>24 Q What did you understand him to be referring to there?</p> <p>25 <b>A So, the sales team, as in the sales CBs and account</b></p>	<p>1 (12.24 pm)  2 (Luncheon adjournment)  3 (1.24 pm)  4 VIDEOGRAPHER: Back on the record. The time is 1.24 pm.  5 BY MS JANUS:  6 Q Mr Clark, you understand you're still under oath?  7 <b>A I do, yes.</b>  8 Q I'm handing you what's been marked as deposition exhibit  9 number 51.  10 (Exhibit 51 marked for identification)  11 Please let me know when you've had a chance to  12 review the document. (Pause)  13  14 <b>A Okay, I've read it.</b>  15 Q If you take a look at the third page of the document, so  16 that's 4809-3 -- do you see that?  17 <b>A Yes.</b>  18 Q Towards the top of the page there is an email from you  19 to Ewen Setti dated October 24, 2013. Do you see that  20 email?  21 <b>A Yes I do.</b>  22 Q And you say:  23     "Hello Ewen, it's been a while since we last spoke.  24 How is the work on the auto-renewals project going?"  25     Do you see that?</p>
<p style="text-align: center;">Page 98</p> <p>1 <b>executives, have some discretion over discount, and</b>  2 <b>it's -- you know, to achieve an order within a certain</b>  3 <b>time period that discount can be applied to make it more</b>  4 <b>attractive to do so. That's my understanding of this</b>  5 <b>statement. (Pause)</b></p> <p>6 <b>MR HINDERAKER: You know, it's about 12.30 -- what is it?</b>  7     <b>12.20. When would you like to break for lunch?</b></p> <p>8 <b>MS JANUS: I'm flexible. Do you have a preference?</b></p> <p>9 <b>MR HINDERAKER: Some time soon.</b></p> <p>10 <b>MS JANUS: Okay. That's fine. Yeah. I'm -- there's no</b>  11 <b>need to continue without breaking for lunch --</b></p> <p>12 <b>MR HINDERAKER: Okay.</b></p> <p>13 <b>BY MS JANUS:</b></p> <p>14 Q So -- before we go off-the-record, I meant to ask  15 relating to Exhibit 50, is this a document that you  16 reviewed in preparation for your deposition?</p> <p>17 <b>A I do not recall reviewing this one.</b></p> <p>18 <b>MS JANUS: Okay.</b></p> <p>19 <b>A As I said, this archive system we used to have I believe</b>  20 <b>has archived them for good, so I don't believe I have</b>  21 <b>access to some of these communications.</b></p> <p>22 <b>MS JANUS: Okay. I'm fine with breaking now if you would</b>  23 <b>like to. Okay, let's go off-the-record.</b></p> <p>24 <b>MR HINDERAKER: Do you have any --</b></p> <p>25 <b>VIDEOGRAPHER: Going off-the-record. The time is 12.24 pm.</b></p>	<p style="text-align: center;">Page 100</p> <p>1 <b>A I do.</b>  2 Q What was the purpose for you writing that email to  3 Mr Setti?  4 <b>A Yeah, so I mentioned earlier that it's in our interests</b>  5 <b>to have happy customers who are potentially</b>  6 <b>referencable, and one of the things I wanted to do with</b>  7 <b>Chubb was to have them perhaps reach that state of</b>  8 <b>referencability, so this was part of my objective of</b>  9 <b>just making sure I was available to them for any --</b>  10 <b>yeah. Just in terms of building up a relationship with</b>  11 <b>the customer.</b></p> <p>12 Q Okay, and the auto-renewals project that you referred  13 to, was that a project that involved Chubb Europe using  14 Blaze Advisor?</p> <p>15 <b>A I believe this is the same project that Ewen had</b>  16 <b>originally reached out about.</b></p> <p>17 Q And that project involved Chubb Europe's use of Blaze  18 Advisor?</p> <p>19 <b>A I wasn't sure exactly where it would be deployed or in</b>  20 <b>which regions. Those are questions I didn't ask.</b></p> <p>21 Q But you understood that it involved Chubb Europe's use  22 of Blaze Advisor?</p> <p>23 <b>A I understood that it related to Ewen's team's use of</b>  24 <b>Blaze Advisor, but I wasn't -- I hadn't crystallized in</b>  25 <b>my mind which legal entity of the customer this was.</b></p>

<p>1 Q Were you familiar with the legal entities -- with  2 Chubb's legal entities?</p> <p>3 <b>A No.</b></p> <p>4 Q Okay. You were informed a month or two prior to this  5 email exchange that Chubb has a Blaze global ELA;  6 correct?</p> <p>7 <b>A That's what was put to -- put in writing, yes.</b></p> <p>8 Q You were informed of that by Mr Hill; correct?</p> <p>9 <b>A Yes, that was in the communication with Richard, but</b>  10 <b>also it was communicated by Ewen as well.</b></p> <p>11 Q But the first time you learned of the scope of Chubb's  12 license, your testimony was, was from Mr Hill in Exhibit  13 48; correct?</p> <p>14 <b>A I believe so, yes.</b></p> <p>15 Q Okay, so would that carry more weight for you? Would  16 being informed by the client partner at FICO about the  17 scope of Chubb's license carry more weight for you than  18 a statement by someone at Chubb about what they believed  19 the scope of the license was?</p> <p>20 <b>A I was not assigning weight to pieces of information</b>  21 <b>I was receiving.</b></p> <p>22 Q Well, presumably you do not want to assist with an  23 entity's use of FICO's software if that use is  24 unlicensed; correct?</p> <p>25 <b>A I would not.</b></p>	<p>1 license. Is that fair?</p> <p>2 MR HINDERAKER: Objection, lack of foundation.</p> <p>3 <b>A So that was what we observed, I think, in the previous</b>  4 <b>exhibit where Richard Hill reached out to colleagues in</b>  5 <b>the US and my assumption is that he took that action</b>  6 <b>because that's where the contracts were put together.</b></p> <p>7 <b>BY MS JANUS:</b></p> <p>8 Q Take a look at the exchange, then, in Exhibit 51 after  9 the email that we looked at on October 24, 2013 in which  10 you asked how the auto-renewals project was going.  11 Mr Setti, on October 24, then writes you an email that  12 is lengthy, and appears to be asking technical questions  13 about his project. Is that a fair characterization?</p> <p>14 <b>A I would categorize this as a how to, so how to use the</b>  15 <b>software to do a certain thing.</b></p> <p>16 Q Okay.</p> <p>17 <b>A The answers to many of which similar enquiries are</b>  18 <b>available in the documentation for the software.</b></p> <p>19 Q So he's asking you how to do something with the Blaze  20 software?</p> <p>21 <b>A Yes. The question relates to -- yes -- how to input</b>  22 <b>decision logic in a certain way into the software.</b></p> <p>23 Q And was it your understanding that this related to the  24 underwriting auto-renewal project that was going on?</p> <p>25 <b>A There is no stated indication that it's the same thing</b></p>
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<p>1 Q Okay, and so did you view it as your responsibility to  2 only assist with the licensed use of FICO's software?</p> <p>3 <b>A Yes, it was -- it's not in my interests to -- for that</b>  4 <b>not to be the case.</b></p> <p>5 Q And then in ensuring that the use you are assisting with  6 is, in fact, licensed, I take it it would be information  7 from your colleagues at FICO about the scope of the  8 license that you would view to be authoritative on that  9 issue.</p> <p>10 MR HINDERAKER: Objection, asked and answered,  11 argumentative.</p> <p>12 <b>A So I had received this information from multiple places.</b>  13 <b>I did not weight the pieces of information to say that</b>  14 <b>one is more important than another.</b></p> <p>15 Q Is it your practice to take direction from your clients  16 about what they believe the scope of a given FICO  17 software license is?</p> <p>18 <b>A I would like to see the situation confirmed from</b>  19 <b>multiple sources.</b></p> <p>20 Q Confirmed from FICO? From your FICO colleagues?</p> <p>21 <b>A No, no. Confirmed from -- by the client in this case,</b>  22 <b>and also from -- internally within FICO as well.</b></p> <p>23 Q Okay. In fact, with respect to the Chubb relationship  24 you looked to, and FICO Europe looked to, FICO in the  25 United States for guidance about the scope of the Chubb</p>	<p>1 <b>but it could be assumed that it was relating to that</b>  2 <b>project.</b></p> <p>3 Q And then on the same day, October 24, you responded to  4 Mr Setti relating to his question, right?</p> <p>5 <b>A Yes.</b></p> <p>6 Q And you tried to answer it as best you could.</p> <p>7 <b>A Yes.</b></p> <p>8 Q Okay, and then above he states that he managed to  9 resolve it; correct?</p> <p>10 <b>A That's correct.</b></p> <p>11 Q And it was your understanding that the use of Blaze  12 Advisor that Mr Setti was working on was, in fact,  13 a licensed use? Is that correct?</p> <p>14 <b>A Yes.</b></p> <p>15 Q Okay.</p> <p>16 <b>A Yes.</b></p> <p>17 Q I'm handing you what's been marked as Exhibit 52.  18 (Exhibit 52 marked for identification)</p> <p>19 Please let me know when you've had a chance to  20 review this document. (Pause)</p> <p>21 <b>A Okay, I've read the document.</b></p> <p>22 Q Okay? Just tell me in general terms, what does this  23 email discussion relate to?</p> <p>24 <b>A I was preparing for a workshop with my team and several</b>  25 <b>colleagues from the US, and I wanted to have a visual</b></p>

<p>1 way of representing where our customers are, so my  2 enquiry was to the product manager, Jeremy Chen, to ask  3 if we had more granular detail so that I could more  4 quickly put together something to use in our internal  5 sales enablement session.</p> <p>6 Q When you say, "Our customers", was that FICO's customers  7 of a particular software?</p> <p>8 A I mean, I was interested in everything, obviously to  9 help my colleagues in other divisions, but specifically  10 this was around Blaze Advisor.</p> <p>11 Q Okay, and the first email -- or, I'm sorry, the last  12 email, the top email on the first page of the document,  13 so I'm looking at the October -- or February 27, 2015  14 email on the top of the first page.</p> <p>15 MR HINDERAKER: The first page?</p> <p>16 A Yes. The first page.</p> <p>17 BY MS JANUS:</p> <p>18 Q In the third paragraph you've said:  19 "I'm not sure that the multi-national/ELA situation  20 is easy to visualize, as there will be many examples  21 where an ELA signed in the US results in extensive usage  22 in other regions (Chubb brings to mind)".  23 Do you see that?</p> <p>24 A I do, yes.</p> <p>25 Q Here you're referring to, again, the fact that Chubb is</p>	<p>1 use Blaze Advisor extensively outside of the  2 United States?</p> <p>3 MR HINDERAKER: Asked and answered.</p> <p>4 A Sorry, could you just repeat the question?</p> <p>5 MS JANUS: It wasn't asked and answered.</p> <p>6 MR HINDERAKER: How many times have we gone through global  7 ELA? My goodness. It's been asked and answered.</p> <p>8 MS JANUS: Is it part of your claim that the license didn't  9 cover Europe's use?</p> <p>10 MR HINDERAKER: Of course it is.</p> <p>11 MS JANUS: Okay. Could you read the question back?</p> <p>12 MR HINDERAKER: That doesn't change the fact that you can  13 ask the question nineteen times and it's been asked and  14 answered.</p> <p>15 (RECORD READ)</p> <p>16 A That was my understanding, although of course,  17 "Extensively", is a subjective -- highly subjective  18 term.</p> <p>19 BY MS JANUS:</p> <p>20 Q But it's your term; correct?</p> <p>21 A It's the term I used in this instance.</p> <p>22 Q Okay. Was there any limit that you knew of to Chubb's  23 ability to use Blaze Advisor outside the United States?</p> <p>24 A I had not reached any conclusion on the -- what those  25 limitations might be.</p>
<p style="text-align: center;">Page 106</p> <p>1 using Blaze Advisor in other regions pursuant to its  2 multinational ELA. Is that correct?</p> <p>3 A I am referencing the fact that there may be customers  4 who have deployments in multiple countries where the  5 license agreement -- sorry -- legitimately having uses  6 in other countries -- where the license agreement is --  7 has been agreed in a specific geography.</p> <p>8 Q And you put Chubb in that category; correct?</p> <p>9 A I named Chubb as an example of that kind -- where that  10 situation might arise.</p> <p>11 Q So you're using Chubb as an example of a situation where  12 the license was signed in the United States and it  13 resulted in extensive usage in regions outside of the  14 United States; correct?</p> <p>15 A More specifically where a license agreement is signed  16 and then legitimately the software is used in other  17 territories in this case.</p> <p>18 Q Okay, and -- but -- and so my question is; Chubb fell in  19 that category; correct?</p> <p>20 A Based on all the information I had received, that would  21 be the case for Chubb --</p> <p>22 Q Okay.</p> <p>23 A -- at the time I wrote this message.</p> <p>24 Q So your understanding was that Chubb's license for Blaze  25 Advisor, as you put it, legitimately allowed Chubb to</p>	<p style="text-align: center;">Page 108</p> <p>1 Q You did not know of any? Is that correct?</p> <p>2 A The license -- my understanding was it was restricted to  3 certain modules of Blaze Advisor, certain -- Blaze  4 Advisor comes in two editions, and I believe it was my  5 understanding that this was restricted to one of those  6 editions.</p> <p>7 Q Other than that, in terms of Chubb's use of Blaze  8 Advisor outside of the United States, you knew of no  9 limitations? Is that fair?</p> <p>10 A The information I had been given is that it was a global  11 license, and I was unaware of any limitations relating  12 to this.</p> <p>13 Q I'm showing you what's been marked as Exhibit 53.  14 (Exhibit 53 marked for identification)</p> <p>15 This is a chain of emails and I am not going to ask  16 you about the emails on the first page of the document.  17 You can feel free to read the whole document but just so  18 that you know I'm going to ask you about the emails on  19 the pages that follow.</p> <p>20 A So would you like me to read the --</p> <p>21 MR HINDERAKER: You can just be comfortable with the  22 document.</p> <p>23 A Okay.</p> <p>24 BY MS JANUS:</p> <p>25 Q Yeah.</p>

<p>1 A Okay, I've reviewed the document.</p> <p>2 Q Okay. Could you turn to the page marked 9351-4?</p> <p>3 A Yes.</p> <p>4 Q Okay? In the middle of the page there is an email from</p> <p>5 Mr Setti to you; correct?</p> <p>6 A That's correct, it's a reply to an email from Ewen to</p> <p>7 me.</p> <p>8 Q Okay, and Mr Setti's email says:</p> <p>9 "We've embarked upon a project to build a new web</p> <p>10 based front-end to our legacy policy admin system.</p> <p>11 A high level requirement for the new system is for it to</p> <p>12 incorporate a number of complex insurance rating tools</p> <p>13 that currently exist as stand-alone Excel spreadsheets.</p> <p>14 We're considering using Blaze Advisor for this task; but</p> <p>15 before we make a start on anything we wanted to check</p> <p>16 it's suitability for the task".</p> <p>17 A Yes.</p> <p>18 Q Do you see that?</p> <p>19 A I do see that.</p> <p>20 Q Okay, so he's coming to you to ask about a potential new</p> <p>21 use by Chubb Europe of the Blaze Advisor software;</p> <p>22 correct?</p> <p>23 A Yes, I saw this as Ewen -- two years later, or</p> <p>24 a year-and-a-half later, after the original</p> <p>25 discussion -- using me as a contact, just to validate</p>	<p>1 A To the best of my memory the intention was to give</p> <p>2 reassurances to Ewen that this was, indeed, a good fit</p> <p>3 to what the software is capable of doing, because in</p> <p>4 many cases there are some -- the client might say,</p> <p>5 "We're thinking of doing this", and actually it's not</p> <p>6 a good fit, but he wanted reassurances and it was,</p> <p>7 indeed, a good fit, so I agreed to look at the</p> <p>8 requirements.</p> <p>9 Q Great. Keep that document in front of you. I'm showing</p> <p>10 you what's been marked as Exhibit 54.</p> <p>11 (Exhibit 54 marked for identification)</p> <p>12 Tell me when you've had a chance to review it.</p> <p>13 (Pause)</p> <p>14 A I've reviewed the document.</p> <p>15 Q Okay, so as we saw in Exhibit 53, Chubb Europe sent you</p> <p>16 an email and a document on March 10, 2015, outlining</p> <p>17 some proposed uses for Blaze Advisor; correct?</p> <p>18 A That's right. Yes.</p> <p>19 Q And in response to that email, or as a result of that</p> <p>20 email it looks like, on March 11, so the next morning,</p> <p>21 you emailed Jamie Chaban. Who is Jamie Chaban?</p> <p>22 A At the time he was leading the pre-sales consultant team</p> <p>23 in the US, I believe.</p> <p>24 Q Okay, and you say:</p> <p>25 "Hi Jamie, I believe you know Chubb well. Are they</p>
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<p>1 that his requirements were a good fit to the technology.</p> <p>2 Q For a new use of the software?</p> <p>3 A That is right. Yes.</p> <p>4 Q Okay, and then you write back:</p> <p>5 "Hi Ewen, good to hear from you. I'm pretty sure we</p> <p>6 can help -- can I give you a call tomorrow just to run</p> <p>7 through a few questions"; correct?</p> <p>8 A That's what is written here, yes.</p> <p>9 Q Okay, and that was March 9, 2015.</p> <p>10 A Yes. That's right. 9 March 2015.</p> <p>11 Q Okay. On the next page, "Slong@Chubb.com", writes an</p> <p>12 email to you and says:</p> <p>13 "Hi Oliver, as agreed by Ewen, please find</p> <p>14 attached".</p> <p>15 Then describes some -- a document that is attached</p> <p>16 to the email; correct?</p> <p>17 A That's correct. Yes.</p> <p>18 Q And did this follow the conversation, then, that you had</p> <p>19 with Ewen about the proposed use of Blaze Advisor in</p> <p>20 this new application?</p> <p>21 A I believe this is a direct follow-on from that</p> <p>22 conversation.</p> <p>23 Q Okay, and to the best of your recollection what is the</p> <p>24 purpose, then, of the document that was attached to this</p> <p>25 email?</p>	<p>1 using Blaze Advisor as a ratings engine do you know?"</p> <p>2 Do you see that?</p> <p>3 A Yes.</p> <p>4 Q And what does, "Ratings engine", mean for someone who's</p> <p>5 not familiar with the industry?</p> <p>6 A A ratings engine is something which looks at all the</p> <p>7 risks and then assigns a rating to those risks, and then</p> <p>8 that's used to calculate a premium, perhaps, on</p> <p>9 a policy, an insurance policy.</p> <p>10 Q Okay, and Jamie gets back to you and says:</p> <p>11 "My recollection is that they use another solution</p> <p>12 for Rating but I have been out of Chubb for a long</p> <p>13 time".</p> <p>14 Then he refers you to Mike Sawyer; correct?</p> <p>15 A He does. Yes.</p> <p>16 Q And then Mike Sawyer writes to you and says:</p> <p>17 "Unfortunately no. Chubb does not use Blaze as</p> <p>18 a rating engine. They use it for underwriting rules and</p> <p>19 models in their specialty book"; correct?</p> <p>20 A That's correct, yes.</p> <p>21 Q And then you write back to Mike and James on March 11</p> <p>22 and state:</p> <p>23 "Hi Mike, it looks like Chubb Europe are looking</p> <p>24 into this (use as a ratings engine). I know of no</p> <p>25 restrictions in the license that prevent them from doing</p>

<p>1 so?"</p> <p>2 Do you see that?</p> <p>3 <b>A Yes.</b></p> <p>4 Q Okay, so you're asking for a confirmation from Mike</p> <p>5 Sawyer that this proposed use of Blaze by Chubb Europe</p> <p>6 would be, in fact, a licensed use. Is that correct?</p> <p>7 <b>A I'm giving him the option to comment on anything that</b></p> <p>8 <b>may have changed since I last received information on</b></p> <p>9 <b>the matter.</b></p> <p>10 Q Okay, so your understanding at the time you wrote the</p> <p>11 email was that this would be a licensed use by Chubb</p> <p>12 Europe; correct?</p> <p>13 <b>A Correct.</b></p> <p>14 Q And you're giving him an opportunity to say, "No, no,</p> <p>15 no, the license has changed, this is no longer licensed</p> <p>16 for some reason"; correct?</p> <p>17 <b>A Correct.</b></p> <p>18 Q Okay, and did you hear back from him in connection with</p> <p>19 this email do you recall?</p> <p>20 <b>A I don't recall.</b></p> <p>21 Q Would you have expected to hear back from him if the</p> <p>22 answer was, "No, this isn't a licensed use, stop</p> <p>23 assisting immediately"?</p> <p>24 <b>A Yes I would have expected.</b></p> <p>25 Q And I take it you did not hear that?</p>	<p>1 engine"; correct?</p> <p>2 <b>A That's written, yes.</b></p> <p>3 Q That's what you said?</p> <p>4 <b>A That's what I wrote.</b></p> <p>5 Q Okay, so you were encouraging Chubb Europe to use Blaze</p> <p>6 for its rating engine; correct?</p> <p>7 <b>A I was not encouraging, but I was fulfilling what I had</b></p> <p>8 <b>agreed with Ewen, is to, in his original enquiry, to</b></p> <p>9 <b>check whether this is or isn't a good fit for the</b></p> <p>10 <b>technology.</b></p> <p>11 Q And your conclusion was it was a great use for the</p> <p>12 software; correct?</p> <p>13 <b>A That's what I wrote, yes. Yes, but my -- that was from</b></p> <p>14 <b>a, you know, functional, technical perspective.</b></p> <p>15 Q Sure. Did you -- in connection with confirming or</p> <p>16 checking that this would, in fact, be a licensed use,</p> <p>17 did anyone ask you to look into what the entity</p> <p>18 structure was of Chubb Europe?</p> <p>19 MR HINDERAKER: Objection, vague, "Entity structure",</p> <p>20 meaning?</p> <p>21 <b>A Sorry, could you clarify what you mean by, "Entity</b></p> <p>22 <b>structure".</b></p> <p>23 <b>BY MS JANUS:</b></p> <p>24 Q Yeah. Earlier you said -- you made an offhand comment</p> <p>25 as soon as you got back from lunch in responding to</p>
<p style="text-align: center;">Page 114</p> <p>1 <b>A I don't believe I had a response to that email but</b></p> <p>2 <b>I can't recall.</b></p> <p>3 Q Okay, but you would have recalled if you had received</p> <p>4 a response like that; correct?</p> <p>5 MR HINDERAKER: Objection, asks for speculation.</p> <p>6 <b>A Yes.</b></p> <p>7 <b>BY MS JANUS:</b></p> <p>8 Q Okay, then following your email to Mike Sawyer, if we</p> <p>9 take a look back at Exhibit 53 you respond to</p> <p>10 slong@chubb and Ewen Setti; correct?</p> <p>11 <b>A Yes, and there is one other copied on the cc list.</b></p> <p>12 Q And you say:</p> <p>13 "Thanks for sending these through -- and for your</p> <p>14 explanation. I like the separation of the logic in your</p> <p>15 diagram -- it makes it nicely clear what 'business</p> <p>16 knowledge', what is a calculation, and the steps taken</p> <p>17 to make a decision".</p> <p>18 So you're commenting on the document that he sent</p> <p>19 you relating to the use of Blaze; correct?</p> <p>20 <b>A I'm commenting on his requirements of the ratings -- the</b></p> <p>21 <b>ratings requirements.</b></p> <p>22 Q And then you say in the next paragraph:</p> <p>23 "Overall -- this seems like a great use for the</p> <p>24 software, and I have no doubt about its ability to</p> <p>25 deliver the functionality needed for your ratings</p>	<p style="text-align: center;">Page 116</p> <p>1 a question that you weren't focused on which particular</p> <p>2 entity was using Blaze in connection with one of the</p> <p>3 emails we looked at. Do you recall saying that?</p> <p>4 <b>A I recall saying that in retrospect that at the time I</b></p> <p>5 <b>wasn't aware of what the underlying legal entities were.</b></p> <p>6 Q Okay, so when you were working with Chubb Europe you</p> <p>7 were not aware of what the underlying legal entities, as</p> <p>8 you put it, were of Chubb. Is that fair?</p> <p>9 <b>A That is fair, yes.</b></p> <p>10 Q Did you have an understanding of how Chubb was organized</p> <p>11 as a corporation, or as a group of corporations?</p> <p>12 <b>A No.</b></p> <p>13 Q Did anyone at FICO ask you to look into that issue in</p> <p>14 connection with confirming that the Chubb Europe's use</p> <p>15 of Blaze was, in fact, a licensed use?</p> <p>16 <b>A I don't recall anything like that.</b></p> <p>17 Q Did anyone at FICO ever mention the concept to you in</p> <p>18 connection with discussing the scope of Chubb's license</p> <p>19 for Blaze Advisor?</p> <p>20 MR HINDERAKER: Objection, vague, concept of what?</p> <p>21 <b>A Could you repeat the question more clearly?</b></p> <p>22 <b>MS JANUS: Please re-read it.</b></p> <p>23 (RECORD READ)</p> <p>24 <b>A I don't believe so.</b></p> <p>25 Q I'm showing you what's been marked as Exhibit 55.</p>

<p>1 (Exhibit 55 marked for identification)</p> <p>2 This appears to be a calendar entry for a meeting.</p> <p>3 The subject of the meeting is, "Blaze Advisor for</p> <p>4 insurance rating". Do you see that?</p> <p>5 <b>A Yes, I can see that.</b></p> <p>6 Q The date of the meeting is March 23, 2015; correct?</p> <p>7 <b>A That is correct.</b></p> <p>8 Q Exhibit 53, which is the emails between you and Chubb</p> <p>9 relating to the use of Blaze Advisor for insurance</p> <p>10 rating, occurred in March of 2015; correct?</p> <p>11 <b>A Yes, the last one I was -- sorry. The last one on</b></p> <p>12 <b>Exhibit 53 is 12 March, and this is -- Exhibit 55 -- is</b></p> <p>13 <b>later on in March.</b></p> <p>14 Q This meeting was a follow-up to the emails that you and</p> <p>15 Ewen and Mr Long exchanged relating to Chubb Europe's</p> <p>16 use of Blaze Advisor for insurance rating?</p> <p>17 <b>A That is right. It was a follow-on meeting.</b></p> <p>18 Q Okay, and did you, in fact, have this meeting?</p> <p>19 <b>A I believe so. If it's the one I remember it was held in</b></p> <p>20 <b>their offices for the first time -- the first time I</b></p> <p>21 <b>visited them in their own offices.</b></p> <p>22 Q Okay. Tell me what you remember about what you</p> <p>23 discussed with Ewen. Well, first tell me who was at the</p> <p>24 meeting other than you.</p> <p>25 <b>A So, I believe Ewen and Sam were certainly there. I</b></p>	<p>1 Q Okay. At a meeting like this would you be actually</p> <p>2 looking at computers or a computer and talking about</p> <p>3 actual programming?</p> <p>4 <b>A Well, we would certainly bring our -- we would often</b></p> <p>5 <b>bring our laptops to a meeting. It's just for the</b></p> <p>6 <b>purpose of taking notes.</b></p> <p>7 Q So there is no other use of the computer, generally,</p> <p>8 during a meeting like this?</p> <p>9 <b>A Typically in pre-sales consulting all of it's talking.</b></p> <p>10 Q Did you discuss with Ewen or anyone else at Chubb Europe</p> <p>11 where Blaze Advisor was installed?</p> <p>12 <b>A I don't believe I did for the reason that I believed it</b></p> <p>13 <b>to be a global license.</b></p> <p>14 Q So your understanding would have been that Blaze Advisor</p> <p>15 would have been installed somewhere in Europe for use by</p> <p>16 Chubb Europe?</p> <p>17 <b>A I had no real understanding of where it would be</b></p> <p>18 <b>installed. Some of our multinational clients run their</b></p> <p>19 <b>systems in the US.</b></p> <p>20 Q And some install it in multiple places?</p> <p>21 <b>A Some do, yes.</b></p> <p>22 Q Your understanding would be that if you have a global</p> <p>23 license for Blaze, then that licensee is able to install</p> <p>24 the Blaze software in whatever region it's using it in.</p> <p>25 Is that correct?</p>
<p style="text-align: center;">Page 118</p> <p>1 cannot remember if David or Denice -- who were the other</p> <p>2 two, the optionals -- I cannot remember if they were</p> <p>3 there. I believe I also invited my colleague Larry</p> <p>4 Jacobson to attend with me because he's the insurance</p> <p>5 subject matter expert.</p> <p>6 Q Okay, and what was discussed at the meeting?</p> <p>7 <b>A I cannot precisely remember what was discussed, but I</b></p> <p>8 <b>believe our objective was to convince the customer, or</b></p> <p>9 <b>give them evidence perhaps from case studies from other</b></p> <p>10 <b>customers that the use of the software for rating was,</b></p> <p>11 <b>again, a good fit for the technology.</b></p> <p>12 Q Was there, as best you can recall, discussion,</p> <p>13 additional discussion about how Chubb Europe planned to</p> <p>14 use Blaze Advisor for insurance rating?</p> <p>15 <b>A I cannot remember the specific details of what was</b></p> <p>16 <b>discussed. As I say, I did bring my -- I believe I</b></p> <p>17 <b>brought my colleague, Larry Jacobson, along. He's our</b></p> <p>18 <b>subject matter expert in the insurance sector, so ...</b></p> <p>19 yeah.</p> <p>20 Q Two hour long meeting? Is that right?</p> <p>21 <b>A That's what it seems to have been scheduled for on the</b></p> <p>22 <b>invitation.</b></p> <p>23 Q Do you recall whether it was, in fact, a two-hour long</p> <p>24 meeting?</p> <p>25 <b>A I cannot recall whether it overran or underran.</b></p>	<p style="text-align: center;">Page 120</p> <p>1 <b>A It would depend on the meaning of the contract that had</b></p> <p>2 <b>been put in place.</b></p> <p>3 Q But in the situation with Chubb, the location of the</p> <p>4 installation of Blaze Advisor was not significant to</p> <p>5 you. Is that fair?</p> <p>6 <b>A At the time I did not believe it to be significant.</b></p> <p>7 Q I'm showing you what's been marked as Exhibit 56.</p> <p>8 (Exhibit 56 marked for identification)</p> <p>9 <b>A Okay.</b></p> <p>10 Q Let me know when you've had a chance to review this</p> <p>11 document. (Pause)</p> <p>12 <b>A Okay.</b></p> <p>13 Q Okay. Exhibit 56 is an email from Hamish Tonkin at</p> <p>14 Chubb to you with a copy to David Gibbs at Chubb;</p> <p>15 correct?</p> <p>16 <b>A That's right, yes.</b></p> <p>17 Q Does this refresh your recollection that Hamish Tonkin</p> <p>18 was at the March 23, 2015 meeting relating to the</p> <p>19 ratings engine? I'm sorry, the insurance rating?</p> <p>20 <b>A I don't recall if he was or wasn't present.</b></p> <p>21 Q Okay, and apologies if you said this already, but do you</p> <p>22 recall if David Gibbs was at the March 23, 2015 meeting?</p> <p>23 <b>A I'm afraid I can't recall that information.</b></p> <p>24 Q Okay, so here Hamish Tonkin states:</p> <p>25 "Hi Oli, good to meet up again"; correct?</p>

<p>1 <b>A Yes.</b></p> <p>2 Q And this is the day after your March 23, 2015 meeting;</p> <p>3 correct?</p> <p>4 <b>A Yes. I believe so. Yes. That's right. Yes.</b></p> <p>5 Q And then Mr Tonkin states:</p> <p>6 "Would you please be able to chase down whether we</p> <p>7 have Decision Simulator as part of our license</p> <p>8 agreement".</p> <p>9 Do you see that?</p> <p>10 <b>A That's what he's asking.</b></p> <p>11 Q So Chubb is enquiring of you about the scope of Chubb's</p> <p>12 license. Is that fair?</p> <p>13 <b>A Hamish Tonkin is an architect, is asking me to assist</b></p> <p>14 <b>with finding this information.</b></p> <p>15 Q Okay, so he's looking -- he, as an employee of Chubb, is</p> <p>16 looking to you as an employee of FICO to help him</p> <p>17 understand the scope of the Chubb license.</p> <p>18 <b>A He's asking whether Decision Simulator is covered as</b></p> <p>19 <b>part of the license agreement.</b></p> <p>20 Q Okay, so is the answer to my question yes?</p> <p>21 MR HINDERAKER: Objection, argumentative.</p> <p>22 <b>A It specifically relates to the Decision Simulator</b></p> <p>23 <b>module.</b></p> <p>24 <b>BY MS JANUS:</b></p> <p>25 Q Okay, and whether it's a part of Chubb's license</p>	<p>1 an archetype sort of person that you would want to build</p> <p>2 a relationship with in order to get -- you know, to</p> <p>3 follow the selling to IT sales play, so I was</p> <p>4 referencing the fact that Hamish met that profile, and</p> <p>5 he was also at the training of course.</p> <p>6 Q And he was what?</p> <p>7 <b>A And he was at the training that I was referring to.</b></p> <p>8 Q Oh, I see. So you're referring to a training about how</p> <p>9 to sell to someone in IT?</p> <p>10 <b>A Yes.</b></p> <p>11 Q Okay, and Sully at the training was a particular type of</p> <p>12 person, or an example of someone and you were trained</p> <p>13 about how to sell to that type of person?</p> <p>14 <b>A We were given the example of an enterprise architect,</b></p> <p>15 <b>somebody who has visibility of multiple projects and</b></p> <p>16 <b>could look at things holistically.</b></p> <p>17 Q And then you say:</p> <p>18 "Chubb have an ELA for Blaze Advisor, signed in the</p> <p>19 USA. But I don't believe that it covers Decision</p> <p>20 Simulator".</p> <p>21 In the second-to-last paragraph you say:</p> <p>22 "Could you please firstly check that they are not</p> <p>23 covered for the use of Decision Simulator (in the US</p> <p>24 contract), and if this is the case, prepare a price for</p> <p>25 Hamish's consideration".</p>
<p style="text-align: center;">Page 122</p> <p>1 agreement, correct?</p> <p>2 <b>A Yes. That's right.</b></p> <p>3 Q Then you forward the email from Mr Tonkin to Andy Moffat</p> <p>4 with a copy to Mark Collingwood; correct?</p> <p>5 <b>A That's correct, yes.</b></p> <p>6 Q And Andy Moffat is someone you mentioned earlier. He</p> <p>7 was an account executive at FICO? Is that correct?</p> <p>8 <b>A Yes. Sorry. So, at the time there was a reorganization</b></p> <p>9 <b>and a number of people made specialist sellers for</b></p> <p>10 <b>insurance, for example, and Andy Moffat was one of them.</b></p> <p>11 <b>I'm not sure whether his actual title at the time was,</b></p> <p>12 <b>"Account executive", or, "Client partner", but his role</b></p> <p>13 <b>was effectively a specialist seller for the insurance</b></p> <p>14 <b>sector.</b></p> <p>15 Q And what about Mark Collingwood?</p> <p>16 <b>A Mark Collingwood was his manager at the time.</b></p> <p>17 Q Okay, and you say:</p> <p>18 "Good afternoon Andy, please see below from an email</p> <p>19 from one of the Global Enterprise Architects..."</p> <p>20 Then you say:</p> <p>21 "(Think 'Sully' from the training)"?</p> <p>22 <b>A Hmm.</b></p> <p>23 Q What does that refer to?</p> <p>24 <b>A We had received some sales training and part of it was</b></p> <p>25 <b>about the topic was selling to IT, so Sully was named as</b></p>	<p style="text-align: center;">Page 124</p> <p>1 Do you see that?</p> <p>2 <b>A I do see that.</b></p> <p>3 Q So again you're looking for confirmation from your FICO</p> <p>4 colleagues about the scope of the Chubb license;</p> <p>5 correct?</p> <p>6 <b>A So this individual, Andy Moffat, was relatively new to</b></p> <p>7 <b>the company and this was a good exercise for him to get</b></p> <p>8 <b>networked with the US colleagues for global insurance</b></p> <p>9 <b>practice.</b></p> <p>10 Q And my question was; again, you are looking for</p> <p>11 confirmation from your FICO colleagues about the scope</p> <p>12 of the Chubb license. Is that correct?</p> <p>13 <b>A My understanding was that they were not covered for</b></p> <p>14 <b>Decision Simulator so I was, again, putting this clearly</b></p> <p>15 <b>in writing so that my sales colleague could then liaise</b></p> <p>16 <b>with the colleagues in the US.</b></p> <p>17 Q To confirm that fact?</p> <p>18 <b>A Yes.</b></p> <p>19 Q I'm showing you what's been marked as Exhibit 57.</p> <p>20 (Exhibit 57 marked for identification)</p> <p>21 Please take a look at this document and let me know</p> <p>22 when you've reviewed it.</p> <p>23</p> <p>24 <b>A Okay.</b></p> <p>25 Q Before I ask you about that I'm going to ask you about</p>

<p>1 Exhibit 58.</p> <p>2 (Exhibit 58 marked for identification)</p> <p>3 It has some of the same emails in it but take a look</p> <p>4 and then let me know when you've reviewed Exhibit 58.</p> <p>5 (Pause)</p> <p>6 Ready?</p> <p>7 <b>A Yes.</b></p> <p>8 Q Okay. Okay. So, looking at Exhibit 58 on the page</p> <p>9 marked 1978 you'll see the bottom of the page is the</p> <p>10 email we looked at previously from Mr Tonkin to you. Do</p> <p>11 you see that?</p> <p>12 <b>A Yes.</b></p> <p>13 Q Okay, and then you respond on the same day to Mr Hamish</p> <p>14 and you say:</p> <p>15 "Good to meet you again, also".</p> <p>16 You say:</p> <p>17 "I don't believe your current license covers the</p> <p>18 usage of the Decision Simulator module, but let me check</p> <p>19 the contracts library. Blaze Advisor licenses are</p> <p>20 typically scoped by application area -- could you please</p> <p>21 supply me with a description of the application(s) you</p> <p>22 would like to use this within".</p> <p>23 What did that mean?</p> <p>24 <b>A Can you be more specific about which part?</b></p> <p>25 Q The second sentence.</p>	<p>1 <b>BY MS JANUS:</b></p> <p>2 Q The practice of scoping by application area?</p> <p>3 <b>A No, the licensing arrangement with the client.</b></p> <p>4 Q Do you know when FICO developed the practice of scoping</p> <p>5 by application area?</p> <p>6 <b>A I do not know.</b></p> <p>7 Q Did it develop while you were at FICO?</p> <p>8 MR HINDERAKER: Objection, lack of foundation.</p> <p>9 <b>A I don't believe that it did.</b></p> <p>10 <b>BY MS JANUS:</b></p> <p>11 Q So it was in place prior to you coming to FICO?</p> <p>12 <b>A I believe that that is the case, yes.</b></p> <p>13 Q And then Mr Tonkin writes back:</p> <p>14 "Thanks Olly, the usage would be policy admin</p> <p>15 system"; correct?</p> <p>16 <b>A That's right, yes.</b></p> <p>17 Q Oh, before we move on, in your response to Mr Tonkin in</p> <p>18 the middle of the page marked 1978, you confirm that</p> <p>19 you're going to check regarding the scope of the Chubb</p> <p>20 license; correct?</p> <p>21 <b>A Erm ...</b></p> <p>22 Q You say:</p> <p>23 "I don't believe your current license covers the</p> <p>24 usage of the Decision Simulator module, but let me check</p> <p>25 the contracts library".</p>
<p style="text-align: right;">Page 126</p> <p>1 <b>A Specifically?</b></p> <p>2 Q "Blaze Advisor licenses are typically scoped by</p> <p>3 application area".</p> <p>4 <b>A Yes.</b></p> <p>5 Q What do you mean by that?</p> <p>6 <b>A That is the default starting position for any discussion</b></p> <p>7 <b>around licensing.</b></p> <p>8 Q What does that mean? "Typically scoped by application</p> <p>9 area"?</p> <p>10 <b>A It means the use for a specific application only.</b></p> <p>11 Q Okay. Was it your understanding that Chubb's Blaze</p> <p>12 Advisor license was not scoped by application area?</p> <p>13 <b>A My understanding from -- as noted previously -- was that</b></p> <p>14 <b>it was a global license which is the alternative to an</b></p> <p>15 <b>application license.</b></p> <p>16 Q Okay. So then what was the significance of your</p> <p>17 question here?</p> <p>18 <b>A So if there were, indeed, an opportunity to license</b></p> <p>19 <b>Decision Simulator, it should be scoped by application.</b></p> <p>20 Q Okay. Was the practice of scoping licenses by</p> <p>21 application something that FICO developed after it</p> <p>22 entered into the global enterprise license with Chubb?</p> <p>23 MR HINDERAKER: Objection, lack of foundation.</p> <p>24 <b>A I do not know as I believe that would have happened</b></p> <p>25 <b>before I joined the company.</b></p>	<p style="text-align: right;">Page 128</p> <p>1 Do you see that?</p> <p>2 <b>A Yes.</b></p> <p>3 Q So you're confirming for Mr Tonkin at Chubb Europe that</p> <p>4 you're going to check on the scope of the license.</p> <p>5 <b>A That is what I offered, yes.</b></p> <p>6 Q Did you, in fact, check the contracts library?</p> <p>7 <b>A No. I -- that is, as I've described earlier, that's the</b></p> <p>8 <b>client partner's responsibility, so as you'll see in the</b></p> <p>9 <b>remainder, that's something I asked them to look into.</b></p> <p>10 Q You sent it on to Mr Moffat?</p> <p>11 <b>A Yes.</b></p> <p>12 Q Okay. At this point in your working relationship with</p> <p>13 Chubb Europe, had you reviewed Chubb's license with</p> <p>14 FICO?</p> <p>15 MR HINDERAKER: Objection. Asked and answered.</p> <p>16 <b>A Erm ...</b></p> <p>17 <b>BY MS JANUS:</b></p> <p>18 Q I just meant -- just to clarify, I meant generally, not</p> <p>19 in connection with this email.</p> <p>20 <b>A I had access to the system. I may have accessed a lot</b></p> <p>21 <b>more of the documents, but without having the experience</b></p> <p>22 <b>to interpret them or the time to read them thoroughly I</b></p> <p>23 <b>came to no conclusion.</b></p> <p>24 Q You relied on others at FICO to do that?</p> <p>25 <b>A Yes.</b></p>

<p>1 Q Okay. Then you write back to Mr Tonkin that you've  2 forwarded his request to the FICO account executive for  3 Chubb, and you confirm that this is to cover commercial  4 property insurance on a pan-European basis; correct?  5 <b>A That's what was written, what I wrote, yes.</b>  6 Q And what did you mean by, "Pan-European"?  7 <b>A So my understanding was that this application would be  8 used for rating in multiple countries.</b>  9 Q Okay. So, what did you mean by the term,  10 "Pan-European"?  11 <b>A I think in this case it was meant as, you know, not  12 exclusively in the UK.</b>  13 Q So other countries in Europe as well?  14 <b>A That was my understanding of what this application was  15 designed to serve.</b>  16 Q And was Decision Simulator something that Chubb was --  17 Chubb Europe was considering using on top of a Blaze  18 program or in conjunction with a Blaze program?  19 <b>A Yes it would. It's an add-on module --</b>  20 Q Okay.  21 <b>A -- to Blaze Advisor.</b>  22 Q Okay. Okay. Then Mr Tonkin states, you know:  23 "Please get back to us asap with a pricing model".  24 He says:  25 "Hint - don't make it too steep day one as it will</p>	<p>1 correct?  2 <b>A That's correct.</b>  3 Q He -- and he says:  4 "... he did the original deal with Chubb, global  5 Blaze ELA", correct?  6 <b>A That's what is written, yes.</b>  7 Q Okay, and then Mr Jacobson says:  8 "However, Decision Simulator could be an up sell and  9 if procured by Chubb Europe, we could probably recognize  10 the revenue on that"; correct?  11 <b>A That's what it says, yes.</b>  12 Q So Mr Jacobson is pointing out that if Chubb Europe  13 succeeds in selling Decision Simulator -- I'm sorry,  14 strike that.  15 If FICO Europe succeeds in selling Decision  16 Simulator to Chubb Europe that FICO Europe would be the  17 entity recognizing that revenue rather than the US;  18 correct?  19 <b>A I am -- I think it's open to interpretation, but, again,  20 going back to the concept of an application license, it  21 seems that what Larry is saying is if it's restricted to  22 a particular area then that could be attributed to our  23 region.</b>  24 Q The revenue from it would be recognized by Chubb -- by  25 FICO Europe?</p>
<p style="text-align: center;">Page 130</p> <p>1 make the business case in the future for global adoption  2 less appealing", correct?  3 <b>A That's what he wrote, yes.</b>  4 Q Then you forward on this information to Mr Moffat and  5 say:  6 "More information for you Andy"?  7 <b>A That's correct.</b>  8 Q Okay. Then Mr Moffat writes back on March 26 and says:  9 "Quick question ... is Chubb not managed from the  10 US? Should the US sales guys be doing this as they  11 control the commercial relationship?"  12 Did you have an understanding of what he meant by,  13 "Should the US sales guys be doing this"?  14 <b>A So my understanding is that he -- he seems to be  15 clarifying who has responsibility for quoting for new  16 usages.</b>  17 Q Is he sort of talking about managing that client  18 relationship? "Should the US sales guys be doing this,  19 interacting on a sales capacity with Chubb"?  20 MR HINDERAKER: Object, lack of foundation.  21 <b>A It's not clear what, "Managed", might be in this case.</b>  22 <b>BY MS JANUS:</b>  23 Q And then Larry Jacobson writes back to Mr Moffat with  24 a copy to you and Mr Collingwood and directs Mr Moffat  25 to reach out to Russ -- that would be Russ Schreiber,</p>	<p style="text-align: center;">Page 132</p> <p>1 <b>A By the sales organization that we belonged to -- FICO</b>  2 <b>EMEA -- Europe, Middle East, Africa, on which our</b>  3 <b>targets are based, as I mentioned.</b>  4 Q Okay. Turn back to Exhibit 57. You already reviewed  5 this document, but I haven't asked you questions about  6 it yet.  7 <b>A That's correct.</b>  8 Q Look at the page marked FICO 1770.  9 <b>A Yes.</b>  10 Q Okay? So this is an email dated March 26, 2015, from  11 Mr Moffat. The time on the email is 6:53 am, but I  12 believe that is US time, and that this email from  13 Mr Moffat to Russ Schreiber follows Mr Jacobson's March  14 26 email to Mr Moffat saying, "Reach out to Russ". Take  15 a look and let me know if that makes sense to you.  16 (Pause)  17 <b>A I can't recall what time zone Russ either was based in</b>  18 <b>or was traveling in at the time, but one might conclude</b>  19 <b>that the two follow. That's one interpretation.</b>  20 Q Okay, and Mr Moffat writes to Russ Schreiber:  21 "Larry and Olly recently met with Chubb in London  22 and we are looking to do some work with them:  23 "1. Additional Blaze license for commercial property  24 (European-wide)  25 "2. Check if they have Decision Simulator as part of</p>

<p>1 the contract.</p> <p>2 "Can you help here? Happy to crack on but need</p> <p>3 sight of the existing commercials and contract terms".</p> <p>4 Have I read the email correctly?</p> <p>5 <b>A That is what is written, yes.</b></p> <p>6 Q Okay, so Mr Moffat is asking Mr Schreiber to confirm and</p> <p>7 inform on the scope of FICO's license to Chubb; correct?</p> <p>8 <b>A He is asking a couple of questions relating to the --</b></p> <p>9 <b>their license entitlement, yes.</b></p> <p>10 Q The scope of Chubb's license with Blaze -- with FICO,</p> <p>11 correct?</p> <p>12 <b>A Erm ... yes, so the contents of the agreement in</b></p> <p>13 <b>relation to Decision Simulator, but also the -- it</b></p> <p>14 <b>appears as if he's also asking around the scope as well.</b></p> <p>15 Q Okay, and he actually suggests that there might be an</p> <p>16 additional Blaze license for commercial property</p> <p>17 European-wide; correct?</p> <p>18 <b>A Erm ... that appears to be the question that he's</b></p> <p>19 <b>asking.</b></p> <p>20 Q Do you know why Mr Moffat posed that question to</p> <p>21 Mr Schreiber?</p> <p>22 <b>A I do not know.</b></p> <p>23 Q You mentioned he was newer to FICO at this time,</p> <p>24 correct?</p> <p>25 <b>A Yes.</b></p>	<p>1 whether there can be an additional Blaze license for</p> <p>2 commercial property in Europe; correct?</p> <p>3 <b>A He's asking based on unknown prior knowledge.</b></p> <p>4 Q Okay, but he asks that nonetheless; correct?</p> <p>5 <b>A It says here, "Additional Blaze license for commercial</b></p> <p>6 <b>property".</b></p> <p>7 Q And Mr Schreiber, in effect, says "No, they have</p> <p>8 a global ELA for Blaze"; correct?</p> <p>9 <b>A That is what's written here, yes.</b></p> <p>10 Q And just to be sure, Mr Moffat summarizes that there</p> <p>11 will be no additional licensing costs with the exception</p> <p>12 of the Decision Simulator; correct?</p> <p>13 <b>A He does summarize as you said, yes.</b></p> <p>14 Q And there's no discussion in this email about the</p> <p>15 corporate structure of the Chubb entities; correct?</p> <p>16 <b>A I don't believe there is.</b></p> <p>17 Q No discussion of who the parent company is, if there is</p> <p>18 a parent company of Chubb Europe; correct?</p> <p>19 <b>A There doesn't appear to be any discussion of that type.</b></p> <p>20 Q No indication that that's a relevant consideration at</p> <p>21 all in the determination of whether Chubb Europe is</p> <p>22 covered by the Blaze Advisor global ELA; correct?</p> <p>23 MR HINDERAKER: Objection, argumentative.</p> <p>24 <b>A There doesn't appear to be a reference to that.</b></p> <p>25</p>
<p style="text-align: center;">Page 134</p> <p>1 Q Possibly he just didn't really have an understanding of</p> <p>2 the scope of the Chubb license?</p> <p>3 MR HINDERAKER: Objection, asks for speculation.</p> <p>4 <b>A Yes, he was fairly new to the organization.</b></p> <p>5 <b>BY MS JANUS:</b></p> <p>6 Q And Mr Schreiber gets back to him and says:</p> <p>7 "Chubb has global ELA for Blaze but no Simulator";</p> <p>8 correct?</p> <p>9 <b>A That's right. That's what he was -- wrote here.</b></p> <p>10 Q And then Mr Moffat responds:</p> <p>11 "Thanks Russ, so to summarize there's no additional</p> <p>12 licensing cost for this except to included [sic]</p> <p>13 Decision Simulator..."</p> <p>14 Did you see that?</p> <p>15 <b>A I do see that, yes.</b></p> <p>16 Q So Mr Moffat suggested that there could be an additional</p> <p>17 Blaze license for commercial property in Europe --</p> <p>18 MR HINDERAKER: Objection, misstates the --</p> <p>19 <b>BY MS JANUS:</b></p> <p>20 Q -- true?</p> <p>21 MR HINDERAKER: Objection, misstates the testimony.</p> <p>22 <b>BY MS JANUS:</b></p> <p>23 Q I'm not stating anything about the testimony. I'm</p> <p>24 asking a question.</p> <p>25 Mr Moffat starts out by enquiring of Mr Schreiber</p>	<p style="text-align: center;">Page 136</p> <p>1 BY MS JANUS:</p> <p>2 Q Turn back to Exhibit 58. The reason I'm going between</p> <p>3 these is it appears there are parallel conversations</p> <p>4 involving the same topic among you and others at FICO.</p> <p>5 On the first page of Exhibit 58, after Mr Schreiber</p> <p>6 has responded to Mr Moffat with a copy to you about the</p> <p>7 scope of the Blaze license to Chubb, Mr Moffat writes to</p> <p>8 you and Mr Jacobson with a copy to Collingwood, and at</p> <p>9 the bottom of the first page of Exhibit 8, states:</p> <p>10 "The Blaze license is an ELA and not country</p> <p>11 specific so nothing to pay there".</p> <p>12 Do you see that?</p> <p>13 <b>A That's written at the bottom of the first page, yes.</b></p> <p>14 Q And then you write to Natalie Gundy. Who is she?</p> <p>15 <b>A She works in the sales support team. I believe she</b></p> <p>16 <b>looks after renewals and other things relating to</b></p> <p>17 <b>clients -- existing customers.</b></p> <p>18 Q And you say:</p> <p>19 "Could you possibly pull the Chubb insurance</p> <p>20 contracts relating to their licenses for Blaze Advisor"?</p> <p>21 <b>A Yes.</b></p> <p>22 Q "We're trying to license an add-on (Decision Simulator)</p> <p>23 and need to know the terms of the original ELA for Blaze</p> <p>24 Advisor signed in the US".</p> <p>25 Correct?</p>

<p>1 A That's what it says here, yes. That's what I wrote.</p> <p>2 Q And did Ms Gundy send you the insurance contracts</p> <p>3 relating -- I'm sorry -- did Ms Gundy send you the</p> <p>4 licenses for Blaze Advisor?</p> <p>5 A I actually don't recall whether she did or not.</p> <p>6 Q Why, specifically, did you want to review the licenses?</p> <p>7 A So, the -- I mentioned that the default model for new</p> <p>8 quotes is to follow an application license model.</p> <p>9 [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] Therefore, to know how to -- or to</p> <p>12 have some guidance on how to appropriately price the add</p> <p>13 on, I was interested in seeing what the overall contract</p> <p>14 value was.</p> <p>15 MR HINDERAKER: We've been going for more than an hour now.</p> <p>16 Do you mind if we took a break?</p> <p>17 MS JANUS: That's fine.</p> <p>18 MR HINDERAKER: Okay. Let's take a break.</p> <p>19 VIDEOGRAPHER: Going off-the-record. The time is 2.45 pm.</p> <p>20 (2.45 pm)</p> <p>21 (A short break)</p> <p>22 (2.54 pm)</p> <p>23 VIDEOGRAPHER: Back on the record. The time is 2.54 pm.</p> <p>24 BY MS JANUS:</p> <p>25 Q Okay. Mr Clark, you understand you're still under</p>	<p>1 A "Europe, Middle East and Africa".</p> <p>2 Q So is it E-M-E-A?</p> <p>3 A Yes.</p> <p>4 Q While we're on the topic, so your manager is Richard</p> <p>5 Lagerweij?</p> <p>6 A Yes.</p> <p>7 Q And do you report to anyone else?</p> <p>8 A I only have one line manager.</p> <p>9 Q What?</p> <p>10 A I only have one manager.</p> <p>11 Q Okay. Who does he report to?</p> <p>12 A Currently or at the time?</p> <p>13 Q Currently.</p> <p>14 A He reports to Steve Hadaway who is the general manager</p> <p>15 for EMEA.</p> <p>16 Q And who did he report to at the time?</p> <p>17 A I believe it was still Steve Hadaway, the same -- oh.</p> <p>18 Actually I'm not sure. I think there was a switchover</p> <p>19 around this point in time.</p> <p>20 Q How many directors of presale consulting are there at</p> <p>21 FIKO EMEA?</p> <p>22 A How many ...</p> <p>23 Q Your position is director in the division of presale</p> <p>24 consulting. Is that right?</p> <p>25 A Currently I am -- that is my title within the DMS line</p>
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<p>1 oath?</p> <p>2 A I do, yes.</p> <p>3 Q Okay. I'm showing you what's been marked as Exhibit 59.</p> <p>4 (Exhibit 59 marked for identification)</p> <p>5 Let me know when you've had a chance to review this</p> <p>6 document. (Pause)</p> <p>7 Have you had a chance to review it?</p> <p>8 A Not fully yet.</p> <p>9 Q Oh, okay. (Pause)</p> <p>10 A Okay.</p> <p>11 Q Okay? So I think we've gone over most of the emails in</p> <p>12 this Exhibit 59 in previous email strings, but on the</p> <p>13 first page there's an email from you to Moffat,</p> <p>14 Jacobson, copy to Collingwood and Richard -- how do you</p> <p>15 say the last name?</p> <p>16 A Lagerweij.</p> <p>17 Q And who is Richard Lagerweij?</p> <p>18 A He's my manager.</p> <p>19 Q What is his position?</p> <p>20 A At the time he was head of Pre-Sales Consulting (EMEA).</p> <p>21 Q What's his current position?</p> <p>22 A Head of EMEA line of business for Decision Management</p> <p>23 Suite.</p> <p>24 Q So, when you say, "EMEA" -- you mentioned this briefly</p> <p>25 before, but what does that stand for?</p>	<p>1 of business for EMEA. That is where I fit,</p> <p>2 organizationally.</p> <p>3 Q Okay. How many directors are there at your level?</p> <p>4 A With that title? At least four or five I think, I would</p> <p>5 say.</p> <p>6 Q And would that be through all of the three lines of</p> <p>7 business or only in DMS?</p> <p>8 A That would be multiple lines of business, yes.</p> <p>9 Q Okay. How many directors in the Pre-Sales Consulting</p> <p>10 division are there in the Decision Management Suite line</p> <p>11 of business?</p> <p>12 A So, my manager heads the line of business, the Decision</p> <p>13 Management Suite, in EMEA. He has two direct reports --</p> <p>14 I'm one of them -- but it's worth noting that his</p> <p>15 responsibility has recently increased to incorporate</p> <p>16 what used to be known as the Risk Management line of</p> <p>17 business, so, in effect, he has added responsibility.</p> <p>18 Q Okay, and so how many directors -- you said your manager</p> <p>19 has two reports, but my question was a little different.</p> <p>20 My question is how many directors are there of the</p> <p>21 Pre-Sales Consulting division for the Decision</p> <p>22 Management Suite are there?</p> <p>23 A In EMEA I'm -- in EMEA it is effectively me.</p> <p>24 Q So you are the only one? You are the only director in</p> <p>25 the Pre-Sales Consulting division for Decision</p>
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<p>1 Management Suite?</p> <p>2 <b>A In EMEA yes, I believe so.</b></p> <p>3 Q And does -- how many offices does FICO EMEA have?</p> <p>4 <b>A There are quite a few offices. I can't list them</b></p> <p>5 <b>individually because we have -- in some countries we</b></p> <p>6 <b>have more than one.</b></p> <p>7 Q How many offices do you have in the UK?</p> <p>8 <b>A We have three.</b></p> <p>9 Q How many employees are in the Decision Management Suite</p> <p>10 line of business?</p> <p>11 MR HINDERAKER: Objection, lack of foundation.</p> <p>12 <b>A Yes, we don't report on that publicly and I am not aware</b></p> <p>13 <b>of what the figure is internally, either.</b></p> <p>14 <b>BY MS JANUS:</b></p> <p>15 Q Is it more than 50?</p> <p>16 MR HINDERAKER: Same objection.</p> <p>17 <b>A Do you mean in total?</b></p> <p>18 <b>BY MS JANUS:</b></p> <p>19 Q For the Decision Management Suite line of business for</p> <p>20 FICO EMEA.</p> <p>21 <b>A Oh, erm ... so, including me and my team there are</b></p> <p>22 <b>seven, and then there's my manager, Richard, and another</b></p> <p>23 <b>colleague who has a team of three, but his focus is on</b></p> <p>24 <b>risk lifecycle which is considered separate to DMS, even</b></p> <p>25 <b>though there is some overlap in the technologies.</b></p>	<p>1 recently that's been around every 18 months.</p> <p>2 Q Global what?</p> <p>3 <b>A Our customer conference.</b></p> <p>4 Q "Customer conference"?</p> <p>5 <b>A Yes. For our customers.</b></p> <p>6 Q Mm-hmm?</p> <p>7 <b>A And the third occasion which happens rarely is when I</b></p> <p>8 <b>visit Product Management -- the Product Management</b></p> <p>9 <b>team -- or teams for training where training is</b></p> <p>10 <b>delivered in the US.</b></p> <p>11 Q Okay. When does the sales conference occur?</p> <p>12 <b>A It's variable. It tends to be after the start of the</b></p> <p>13 <b>new financial year.</b></p> <p>14 Q When does your fiscal year start?</p> <p>15 <b>A October.</b></p> <p>16 Q October? So when did the sales conference occur, or</p> <p>17 will occur in 2018?</p> <p>18 MR HINDERAKER: If you know.</p> <p>19 <b>A An email was sent out about it. I think it's 3-6</b></p> <p>20 <b>December, I believe.</b></p> <p>21 <b>BY MS JANUS:</b></p> <p>22 Q And what about the global customer conference? Has that</p> <p>23 occurred in 2018?</p> <p>24 <b>A Yes. It occurred in -- I think it was April, but</b></p> <p>25 <b>I am -- I can't specifically recall which month it was.</b></p>
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<p>1 Q Does -- is Blaze -- is the Blaze software only in the</p> <p>2 DMS line of business?</p> <p>3 <b>A Could you expand on the question?</b></p> <p>4 Q Do other lines of business at FICO sell Blaze software?</p> <p>5 <b>A I would say there is no black and white restriction, so</b></p> <p>6 <b>there may be cases where, for example, the Risk Life</b></p> <p>7 <b>Cycle team line of business which I mentioned was</b></p> <p>8 <b>separate up until recently, would often position Blaze</b></p> <p>9 <b>Advisor as a technology, but the teams work relatively</b></p> <p>10 <b>closely together, it should be noted.</b></p> <p>11 Q And you said you have a team of seven?</p> <p>12 <b>A I have six direct reports.</b></p> <p>13 Q Six? Six direct reports?</p> <p>14 <b>A Yes.</b></p> <p>15 Q And that is in -- and all of those people are in the</p> <p>16 Pre-Sales Consulting in the DMS line of business?</p> <p>17 <b>A They are, yes. That is the case, yes.</b></p> <p>18 Q Do you travel to the United States as a part of your</p> <p>19 job?</p> <p>20 <b>A I do.</b></p> <p>21 Q How frequently do you travel to the United States?</p> <p>22 <b>A It is limited to three eventualities. One is sales</b></p> <p>23 <b>conference which happens -- has happened recently once</b></p> <p>24 <b>a year. There is also our global customer conference,</b></p> <p>25 <b>FICO World, which I've been invited to on some years and</b></p>	<p>1 Q Where in the United States was it held?</p> <p>2 <b>A This was in Miami.</b></p> <p>3 Q And then what about the product management -- have you</p> <p>4 taken any trips to the United States for the Product</p> <p>5 Management purposes?</p> <p>6 <b>A I attended a training for cloud services earlier in this</b></p> <p>7 <b>year.</b></p> <p>8 Q When was that?</p> <p>9 <b>A It looks like I've got a terrible memory. It must have</b></p> <p>10 <b>been in February, I believe. I believe it was February.</b></p> <p>11 Q When was the last time you were in the United States?</p> <p>12 <b>A That was when I visited -- when I attended the FICO</b></p> <p>13 <b>world conference in Miami, our global customer</b></p> <p>14 <b>conference.</b></p> <p>15 Q What did you call it?</p> <p>16 <b>A "FICO World".</b></p> <p>17 Q "FICO World", and is the next trip that you have planned</p> <p>18 to the United States in December 3-6?</p> <p>19 <b>A That is the next scheduled visit, yes.</b></p> <p>20 Q And how many times -- if you had to say generally, on</p> <p>21 average, how many times a year do you travel to the</p> <p>22 United States for your job at FICO, would you say</p> <p>23 generally it's three times a year?</p> <p>24 <b>A In the years that our sales kick off has been running in</b></p> <p>25 <b>the US it's been at least once a year.</b></p>
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<p>1 Q What do you mean, "In the years since the sales kick off  2 has been running"?</p> <p>3 <b>A There were some years when our sales event was held at  4 a regional level --</b></p> <p>5 Q Okay.</p> <p>6 <b>A -- and therefore I attended in Europe.</b></p> <p>7 Q So at least once a year, sometimes more than once a year  8 you would travel to the United States for your  9 profession?</p> <p>10 <b>A I think that's about right, yes. Yes. Approximately.</b></p> <p>11 Q Getting back to Exhibit 59, you say to Mr Moffat:  12 "The application scope for the Decision Simulator  13 add-on should be tied to a specific application. In  14 this case, Chubb want to use it within their rating  15 engine application, for use when underwriting commercial  16 property insurance on a pan-European basis".</p> <p>17 Do you see that?</p> <p>18 <b>A Yes, I do see it.</b></p> <p>19 Q So you're providing details about Chubb's potential use  20 of the Decision Simulator to Mr Moffat for purposes of  21 pricing?</p> <p>22 <b>A I'm relaying what the customer had told me, so that  23 Mr Moffat can develop a proposal himself.</b></p> <p>24 Q And you say:  25 "Could you and Mark work on an alternative model".</p>	<p>1 <b>A Okay.</b></p> <p>2 Q Okay? So Exhibit 60 is the proposal that FICO provided  3 to Chubb Europe relating to Decision Simulator; correct?</p> <p>4 <b>A This is the -- yeah -- the proposal that Andy sent to  5 the client contact relating to that proposal, yes.</b></p> <p>6 Q That FICO provided to Chubb Europe?</p> <p>7 <b>A Erm ... so this was prepared by Andy Moffat on behalf of  8 FICO.</b></p> <p>9 Q Okay, and the proposal he provided notes that, under  10 (B):  11 "Decision Simulator to be included in existing  12 Blaze ELA contract"; correct?</p> <p>13 <b>A That is one of the terms, one of the items in this  14 document, yes.</b></p> <p>15 Q And he states it would be regional UK license for use of  16 Decision Simulator; correct?</p> <p>17 <b>A That is what it describes here, yes.</b></p> <p>18 Q Okay, and you write to Richard:  19 "Tactical error -- too high and scoped to UK only.  20 Better to start lower with a per-application scope";  21 correct?</p> <p>22 <b>A I wrote that, yes.</b></p> <p>23 Q Okay, so you did not think this was a good proposal that  24 FICO made to Chubb Europe? Fair enough?</p> <p>25 <b>A I believed that it was not in line with what the</b></p>
<p style="text-align: center;">Page 146</p> <p>1 What did you mean by that?</p> <p>2 <b>A My meaning was that it should be scoped by application  3 area rather than by any other measure.</b></p> <p>4 Q And then you say:  5 "It should be attractive enough for them to procure  6 for this project, with a model that allows them to  7 expand their usage over time"?</p> <p>8 <b>A That's what I wrote, yes.</b></p> <p>9 Q Your goal was to have Chubb purchase the license for  10 Decision Simulator and hopefully expand that usage?</p> <p>11 <b>A That was actually the guidance that Hamish had given us  12 at the few -- as I said earlier, "Don't make it too  13 steep day one as it will make the business case in the  14 future for global adoption less appealing".</b></p> <p>15 Q Okay, and your goal was to provide a price that would  16 ultimately lead to global adoption?</p> <p>17 <b>A Not necessarily, but one where the client could see that  18 if they did want to expand their usage then it would  19 have -- there would be a known quantity. They wouldn't  20 have to necessarily negotiate with the salesperson on  21 the details on each occasion.</b></p> <p>22 Q I'm showing you what's been marked as Exhibit 60.  23 (Exhibit 60 marked for identification)</p> <p>24 Let me know when you've reviewed it document.</p> <p>25 (Pause)</p>	<p style="text-align: center;">Page 148</p> <p>1 <b>customer was asking for.</b></p> <p>2 Q You were aware that the customer planned to use it in  3 several different countries, not only in the UK;  4 correct?</p> <p>5 <b>A According to the wording that Hamish confirmed, yes.</b></p> <p>6 Q And the proposal that was provided was limited to the  7 UK?</p> <p>8 <b>A That's what it says here, yes.</b></p> <p>9 Q Had you reviewed this proposal prior to it being sent to  10 Chubb?</p> <p>11 <b>A I hadn't, not that I remember, and that's one of the  12 reasons I wrote to my boss.</b></p> <p>13 Q Is this one of the documents that you reviewed in  14 preparation for your deposition Exhibit 61?</p> <p>15 MR HINDERAKER: Is it 61 or 60?</p> <p>16 BY MS JANUS:</p> <p>17 Q Oh I'm sorry, 60.</p> <p>18 <b>A I believed I reviewed -- I believe I reviewed the email  19 but I did not review the attachment.</b></p> <p>20 Q I'm showing you what's been marked as Exhibit 61.  21 (Exhibit 61 marked for identification)</p> <p>22 Let me know when you've had a chance to review it.</p> <p>23 (Pause)</p> <p>24 <b>A Okay.</b></p> <p>25 Q This is an email from you to Mr Moffat with a copy to</p>

<p>1 Collingwood, Jacobson and Lagerweij?</p> <p>2 <b>A Correct.</b></p> <p>3 Q And you are responding to Mr Moffat's provision of the</p> <p>4 proposal to Chubb; correct?</p> <p>5 <b>A That's right.</b></p> <p>6 Q You tell Mr Moffat that:</p> <p>7 "Chubb are likely to come back to us on the UK-only</p> <p>8 aspect of the proposal".</p> <p>9 We just discussed that, correct?</p> <p>10 <b>A Yes.</b></p> <p>11 Q And that they've asked for usage in a specific</p> <p>12 application on a pan-European basis. We talked about</p> <p>13 that; correct?</p> <p>14 <b>A I was repeating the language that I had had from --</b></p> <p>15 <b>sorry -- that I had had confirmed with the client, yes.</b></p> <p>16 Q And then you say:</p> <p>17 "It is also worth offering the option of some</p> <p>18 further training to accompany this initiative -- two</p> <p>19 modules have been launched recently on Decision</p> <p>20 Requirements Analysis. They seemed receptive to this</p> <p>21 when we last met".</p> <p>22 What does that refer to?</p> <p>23 <b>A So, I mentioned the business analysis methodology we had</b></p> <p>24 <b>developed, and ...</b></p> <p>25 (Interruption for refreshments)</p>	<p>1 quickly and safely once they're in a system such as</p> <p>2 <b>Blaze Advisor, so DRA methodology was specifically</b></p> <p>3 <b>designed to help clients -- for us to help clients or</b></p> <p>4 <b>for clients to help themselves to do that business</b></p> <p>5 <b>analysis as part of the project.</b></p> <p>6 Q So it's to assist your clients in their use of Blaze?</p> <p>7 <b>A Actually, it's technology agnostic, and it typically</b></p> <p>8 <b>happens in the initial phases of the project while</b></p> <p>9 <b>a client is gathering requirements.</b></p> <p>10 Q In this case the idea would be that it assists Chubb in</p> <p>11 Chubb's use of Blaze.</p> <p>12 <b>A It would be to assist Chubb in gathering their Business</b></p> <p>13 <b>Requirements relating specifically to the rating engine</b></p> <p>14 <b>decision, the rating decisions they have, that they</b></p> <p>15 <b>wanted to build into Blaze Advisor.</b></p> <p>16 Q So it was something that would -- your intent in</p> <p>17 bringing it up was that it might assist Chubb, here</p> <p>18 Chubb Europe, in Chubb Europe's use of Blaze in its</p> <p>19 ratings engine?</p> <p>20 <b>A Sorry, could you repeat the question?</b></p> <p>21 Q Your intent was that this Decision Requirements Analysis</p> <p>22 would assist Chubb Europe in Chubb Europe's use of</p> <p>23 Blaze?</p> <p>24 <b>A Well, actually, specifically, it would assist them with</b></p> <p>25 <b>the requirements-gathering phase of this project and any</b></p>
<p style="text-align: right;">Page 150</p> <p>1 Q You can go ahead.</p> <p>2 MR HINDERAKER: Sure. We can continue on, is that all right?</p> <p>3 MS JANUS: Sure.</p> <p>4 MR HINDERAKER: That's okay.</p> <p>5 <b>A Erm ... and my intention would be is if we could offer</b></p> <p>6 <b>them some training courses which had just been developed</b></p> <p>7 <b>on this methodology, then that might also be of value to</b></p> <p>8 <b>the customer.</b></p> <p>9 <b>BY MS JANUS:</b></p> <p>10 Q And so this -- what is, "Decision Requirements</p> <p>11 Analysis"?</p> <p>12 <b>A It's a business analysis methodology specifically for</b></p> <p>13 <b>decision automation projects such as the type that we</b></p> <p>14 <b>see with Blaze Advisor.</b></p> <p>15 Q And tell me, what do you mean by that, a, "Business</p> <p>16 decision analysis", did you say?</p> <p>17 <b>A Decision Requirements Analysis.</b></p> <p>18 Q Okay, so tell me what it is. Explain it to someone</p> <p>19 who's not in your line of work.</p> <p>20 <b>A So one of the biggest challenges clients face when</b></p> <p>21 <b>they're moving from -- it may be hard-coded decision</b></p> <p>22 <b>logic or spreadsheet-based specifications, is</b></p> <p>23 <b>structuring their requirements for automated decisions</b></p> <p>24 <b>in a way that makes most sense from a business</b></p> <p>25 <b>perspective and maximizes their ability to change them</b></p>	<p style="text-align: right;">Page 152</p> <p>1 <b>future projects. It's a business analysis methodology.</b></p> <p>2 Q Right, and -- but the point -- I mean, you -- you're</p> <p>3 working with Chubb Europe on Chubb Europe's use of</p> <p>4 Blaze; correct?</p> <p>5 <b>A Yes, with -- I am working with these individuals, yes.</b></p> <p>6 Q And the intent -- all I'm -- I'm just trying to</p> <p>7 understand, and I think what you're saying is that</p> <p>8 you're bringing up this Decision Requirements Analysis</p> <p>9 in an effort to assist Chubb Europe in its use of Blaze.</p> <p>10 MR HINDERAKER: Objection, asked and answered, misstates his</p> <p>11 testimony.</p> <p>12 <b>A It's specifically to help them more effectively capture</b></p> <p>13 <b>their Business Requirements relating to their ratings</b></p> <p>14 <b>decisions.</b></p> <p>15 <b>BY MS JANUS:</b></p> <p>16 Q Okay, and the intent is that they use Blaze to implement</p> <p>17 those Business Requirements, or to optimize those</p> <p>18 Business Requirements. Is that right?</p> <p>19 <b>A There is no necessity to use the Blaze Advisor having</b></p> <p>20 <b>applied Decision Requirements Analysis. Decision</b></p> <p>21 <b>Requirements Analysis is a -- technology agnostic.</b></p> <p>22 Q I understand that, but you're talking about ratings</p> <p>23 decisions, right?</p> <p>24 <b>A Yes.</b></p> <p>25 Q Okay, and you're engaged with Chubb Europe in an effort</p>

<p>1 to use Blaze in their ratings decisions; correct?</p> <p>2 <b>A That is correct, yes. Yes.</b></p> <p>3 Q Okay, and so you're talking about using this Decision</p> <p>4 Requirements Analysis to make sure that the business</p> <p>5 needs are being reflected in the ratings decisions, and</p> <p>6 that is being accomplished through Blaze Advisor;</p> <p>7 correct?</p> <p>8 <b>A So, I recognize that the business analysis I interacted</b></p> <p>9 <b>with had shown some affinity to our methodology, and so</b></p> <p>10 <b>this training would benefit them, the business analysts,</b></p> <p>11 <b>regardless of whether this or future projects were</b></p> <p>12 <b>deployed into Blaze Advisor, so the target audience for</b></p> <p>13 <b>Decision Requirements Analysis is the business analyst</b></p> <p>14 <b>community, so they are linked but not exclusively</b></p> <p>15 <b>dependent on each other.</b></p> <p>16 Q Who are the business analysts that you were working with</p> <p>17 at Chubb?</p> <p>18 <b>A So, one in the documentation was Sam Long.</b></p> <p>19 Q Anyone else?</p> <p>20 <b>A I believe there were others, but it was Sam who showed</b></p> <p>21 <b>us that he could think in terms of our methodology, and</b></p> <p>22 <b>very quickly showed that he was able to express his</b></p> <p>23 <b>requirements in an industry standard way, which is, in</b></p> <p>24 <b>effect, what the decision requirements analysis is.</b></p> <p>25 Q Does the Decision Requirements Analysis, is that -- is</p>	<p>1 Lauren Dettloff. Who is Lauren?</p> <p>2 <b>A She was one of the marketing leads attached to the</b></p> <p>3 <b>global Decision Management Suite line of business.</b></p> <p>4 Q Where is she located?</p> <p>5 <b>A In the US. She's no longer with the company.</b></p> <p>6 Q Do you know where she is now?</p> <p>7 <b>A I believe she's working for one of the professional</b></p> <p>8 <b>services firms.</b></p> <p>9 Q What do you mean, "Professional services firms"?</p> <p>10 <b>A One of the big four accounting firms, like an Ernst &amp;</b></p> <p>11 <b>Young or a PwC.</b></p> <p>12 Q Okay. Darcy Sullivan says:</p> <p>13 "Russ, Oliver mentioned these to me as possibilities</p> <p>14 for client news releases or case studies".</p> <p>15 In the subject line it reads:</p> <p>16 "Chubb and VHI case studies", correct?</p> <p>17 <b>A That's correct. Yes.</b></p> <p>18 Q Okay, so you mentioned Chubb as a possibility for</p> <p>19 a client news release or case study?</p> <p>20 <b>A That's right, yes.</b></p> <p>21 Q And what caused you to do that?</p> <p>22 <b>A So, there was a push at the time to develop more</b></p> <p>23 <b>reference -- reference materials, and knowing that</b></p> <p>24 <b>Chubb, or knowing what I knew of Chubb, it met -- it</b></p> <p>25 <b>seemed like a good idea to suggest to Darcy, look, this</b></p>
<p style="text-align: right;">Page 154</p> <p>1 there anything for FICO to sell to Chubb in connection</p> <p>2 with that?</p> <p>3 <b>A It was developed -- so, yes and no. There are free --</b></p> <p>4 <b>freely-available modules that we make available for</b></p> <p>5 <b>business analysts, free training and free software</b></p> <p>6 <b>through our cloud services. Of course we use the</b></p> <p>7 <b>methodology when we deliver projects, so in that sense</b></p> <p>8 <b>yes. We can sell training on the methodology as well,</b></p> <p>9 <b>further training, so in that sense yes as well. So</b></p> <p>10 <b>that's a yes and a no.</b></p> <p>11 Q Did Chubb Europe end up purchasing Decision Simulator?</p> <p>12 <b>A I don't believe so, no.</b></p> <p>13 Q I'm showing you what's been marked as Exhibit 62.</p> <p>14 (Exhibit 62 marked for identification)</p> <p>15 Let me know when you've had a chance to review the</p> <p>16 document. (Pause)</p> <p>17 <b>A Okay.</b></p> <p>18 Q Look at the second page of Exhibit 62. There's an email</p> <p>19 from Darcy Sullivan. Who's she?</p> <p>20 <b>A He is our -- one of our public relations staff. I'm not</b></p> <p>21 <b>sure of his exact title.</b></p> <p>22 Q At EMEA?</p> <p>23 <b>A I believe he has somewhat of a global remit but he is</b></p> <p>24 <b>located -- his office is London.</b></p> <p>25 Q And he writes to Russ Schreiber with a copy to you and</p>	<p style="text-align: right;">Page 156</p> <p>1 <b>is a potential candidate for something, whether it's, as</b></p> <p>2 <b>I said, reference call or speaking at an event or case</b></p> <p>3 <b>study or whatever it might be.</b></p> <p>4 Q What do you -- you said, "Knowing what I knew of Chubb</p> <p>5 it seemed like a good possibility for several things",</p> <p>6 and what do you mean by that? What are you referring to</p> <p>7 when you say, "Knowing what I know of Chubb"?</p> <p>8 <b>A Going back to what I said earlier today around them</b></p> <p>9 <b>being a good internal sales story, one that was used to</b></p> <p>10 <b>show internal people what a client using Blaze Advisor</b></p> <p>11 <b>in multiple instances might look like, and knowing that</b></p> <p>12 <b>we were building some relationships with other parts of</b></p> <p>13 <b>the organization. That's why it seemed like a good time</b></p> <p>14 <b>to mention it.</b></p> <p>15 Q What do you mean, "Building relationships with other</p> <p>16 parts of the organization"?</p> <p>17 <b>A So, you know, for example, the Chubb -- a number of</b></p> <p>18 <b>Chubb contacts felt happy asking me for my advice as</b></p> <p>19 <b>a -- what I saw as a trusted adviser which is one of the</b></p> <p>20 <b>things we aim for. So, for example, when Ewen reached</b></p> <p>21 <b>out about this ratings thing, that's the kind of</b></p> <p>22 <b>relationship we want to build with the customer where</b></p> <p>23 <b>they feel they can have a discussion with us and we'll</b></p> <p>24 <b>give them a trusted adviser answer. That's what I</b></p> <p>25 <b>meant.</b></p>

<p>1 Q So the breadth of Chubb's use of Blaze Advisor was one  2 of the things that caused you to think of Chubb as  3 a possible candidate for a client news release or an  4 internal sales story?</p> <p>5 <b>A Not just the breadth, but also the fact that we had  6 local -- as in UK -- contacts. Because, again, if we're  7 organizing a regional -- a user group, for example, we  8 want to have people -- people are more likely to come if  9 they are geographically located in the same area, so it  10 was a combination of factors.</b></p> <p>11 Q Okay. So, the breadth of Chubb, of the Chubb  12 organization's use of Blaze Advisor was one aspect of  13 your recommendation.</p> <p>14 <b>A Not just the breadth, but the --</b></p> <p>15 Q Correct. I'm not saying it was the only, I'm trying to  16 clarify for the record that the breadth of the Chubb  17 organization's use of Blaze Advisor was one aspect of  18 the reason that you recommended the use of Chubb for  19 a client news release or an internal sales story. Is  20 that correct?</p> <p>21 <b>A So I didn't recommend them, but I did speak to Darcy --  22 I can't remember how or when. Maybe it was getting  23 a coffee because we're in the same office, I mentioned  24 that on the top of it, of insurance, Chubb is an  25 insurer, VHI are an insurer, these are potential</b></p>	<p>1 Q And so you're clarifying to Darcy Chubb is managed from  2 the US but VHI isn't?</p> <p>3 <b>A That was my clarification.</b></p> <p>4 Q Okay, and then you say:</p> <p>5 "Russ -- as some background, Chubb Europe have  6 continued to extend their usage of Blaze Advisor and are  7 looking now to use it for a new rating engine".</p> <p>8 Correct?</p> <p>9 <b>A That's what I wrote, yes.</b></p> <p>10 Q Okay, and so with your involvement throughout all of  11 these emails that we've seen, Chubb Europe had continued  12 to extend their usage of Blaze Advisor, fair?</p> <p>13 <b>A I think we can separate those two things. The client  14 had continued to extend their usage of the software, and  15 also I had been interacting with the client at various  16 points along this timeline.</b></p> <p>17 Q Okay, and you were aware of their continued extending of  18 their usage of Blaze Advisor?</p> <p>19 <b>A Yes. As we've seen -- well, I was aware that they were  20 making enquiries around extending their usage, and also  21 keeping in touch with Ewen to see how things were going  22 and as part of that he told me whether certain  23 applications were live or not.</b></p> <p>24 Q Okay. I think you've answered, "Yes", but just so the  25 record is clear, you wrote in the email:</p>
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<p>1 candidates for some kind of activity, and one of the  2 factors contributing towards that was the fact that we  3 had contact with them in the UK. The breadth was almost  4 a secondary consideration, but still a consideration.</p> <p>5 Q So was your -- I guess was the intent here that this  6 would be a UK specific internal sales story?</p> <p>7 <b>A No.</b></p> <p>8 Q So it was for a global client news release or internal  9 sales story?</p> <p>10 <b>A Potentially. Darcy's role is -- and Lauren's as well --  11 was global, but the nature of whatever customer success  12 activity they would undertake with us I had no  13 preconception what it might be. It was merely  14 registering them as a potential candidate for some form  15 of customer success engagement.</b></p> <p>16 Q Then you respond to Darcy and include Russ and Dettloff,  17 and you say:</p> <p>18 "Hi Darcy, Chubb is VHI isn't. (It's managed by an  19 EMEA CP)".</p> <p>20 Oh I see. I take it -- are you referring, then, to  21 the fact that Darcy had said, "You said the  22 relationships are managed from the US"?</p> <p>23 <b>A That's what I -- that's what he wrote --</b></p> <p>24 Q Okay.</p> <p>25 <b>A -- that I had said.</b></p>	<p>1 "Chubb Europe have continued to extend their usage  2 of Blaze Advisor..."; correct?</p> <p>3 <b>A Hmm.</b></p> <p>4 Q Yes?</p> <p>5 <b>A Yes.</b></p> <p>6 Q Okay, and I think it goes without saying, since you're  7 writing it in an email, but you were aware of Chubb  8 Europe's continued extension of its usage of Blaze  9 Advisor; correct?</p> <p>10 <b>A I was aware, yes.</b></p> <p>11 Q You mentioned one of the possible things that could  12 happen in connection with this email was a reference  13 call. What is that?</p> <p>14 <b>A A reference call is when a prospective customer who was  15 thinking of choosing us as a vendor will want to speak  16 to other customers as part of that buying process, and  17 a reference call is when the prospective customer speaks  18 to the existing customer.</b></p> <p>19 Q And so the possibility would be that FICO would be able  20 to give other potential customers a contact at Chubb  21 Europe or the Chubb organizations somewhere as  22 a reference for Blaze Advisor?</p> <p>23 <b>A More broadly as a reference for their dealings with FICO  24 in totality, and it should be noted that there was a big  25 push for what we called the, "Reference program", and so</b></p>

<p>1 customers could redeem benefits in exchange for taking  2 part in reference activities.</p> <p>3 Q Do you recall whether Russ responded to Darcy's enquiry?</p> <p>4 A Well, I can see it didn't happen here. Is that correct?</p> <p>5 Yes.</p> <p>6 Q I don't think it's on Exhibit 62.</p> <p>7 A Yes, sorry, Exhibit 62, and I'm not -- again, I can't recall whether he did or did not.</p> <p>8 Q Do you recall whether ultimately Chubb was used in a client news release or a case study or an internal sales story or reference call?</p> <p>9 A I'm not aware of that happening, but it did happen with the other client as a result of this.</p> <p>10 Q Do you recall what your contact with Chubb was later in 2015 after the Decision Simulator proposal was submitted to Chubb Europe and Chubb Europe rejected it?</p> <p>11 A Yes. So, the timeline I can't perfectly recall, but I do remember Andy Moffat left the organization and Ross Smith became the -- was hired as the insurance practice lead in EMEA, and so I arranged a meeting to introduce Ross to Hamish.</p> <p>12 Q Do you recall when that -- roughly when that occurred?</p> <p>13 A It was early in 2016 I believe.</p> <p>14 Q To the best of your recollection was there communication between you and Chubb, between the Decision Simulator</p>	<p>1 Q And by that do you mean sort of more of a global visibility about what was going on in Chubb?</p> <p>2 A Hamish's title is -- was -- "Global Architect".</p> <p>3 Q Mm-hmm?</p> <p>4 A So yes, I considered him to have more of a global perspective.</p> <p>5 Q In particular was your goal for him to have a global perspective on how Blaze was being used by the Chubb organization?</p> <p>6 A I would have expected him to have -- or to be more likely to have a global view on a number of topics.</p> <p>7 Q Is Chubb's use of Blaze one of them?</p> <p>8 A I had -- yes. I had hoped that he would -- this would fall under his remit since Ewen had introduced him to me, or me to him as part of our discussions around Blaze Advisor.</p> <p>9 Q And that he would then -- Hamish would then be able to inform Ross Smith about Chubb's use of Blaze?</p> <p>10 A The intention of the meeting was as an introduction to introduce Ross as the practice lead for insurance to Hamish who I had had a number of interactions with in the past.</p> <p>11 Q What do you recall -- so you attended the meeting I take it?</p> <p>12 A Yes.</p>
<p>1 proposal and early 2016?</p> <p>2 A Yeah, I can't recall. There may have been, but I don't think there was anything of significance. Yes. I can't recall.</p> <p>3 Q And you mentioned Hamish. Was he, at that point, your main point of contact at Chubb Europe?</p> <p>4 A I would have considered Ewen more of a main contact, whatever that may mean. Hamish was -- seemed a bit more detached, I suppose. Ewen was always quite open.</p> <p>5 Q Why did you propose a meeting between Russ Smith and Hamish?</p> <p>6 A So knowing that Chubb was one of our customers and one of our bigger insurance customers, however you might quantify that, Ross had joined the organization. Typically, it's very hard -- it's difficult for new people to get up to speed, so as one of the things I did to help Ross, I said I would introduce him to one of the contacts that we had at Chubb.</p> <p>7 Q Was there a reason that you chose Hamish rather than Ewen?</p> <p>8 A Yes. So, Hamish's role is as a global architect. He -- I considered him to have a broader visibility of what was going on inside their organization.</p> <p>9 Q Inside Chubb's organization?</p> <p>10 A Chubb's organization. Yes.</p>	<p>11 Q Okay, and it was Hamish and Ross. Was that it?</p> <p>12 A The three of us, yes.</p> <p>13 Q And tell me what you recall discussing at the meeting.</p> <p>14 A Again, I think -- I recall it was a relationship meeting, effectively, which is what many sales meetings are, so, introduction, catching up with what's been happening on both sides. There was some talk of their office move which had happened in the recent past, and, finally, just making sure that Hamish knew Ross's position within FICO so that he would know who to reach out with if he -- reach out to if he had any questions.</p> <p>15 Q And you said that was early 2016?</p> <p>16 A I believe so, yes.</p> <p>17 Q I'm showing you what's been marked as Exhibit 63. (Exhibit 63 marked for identification)</p> <p>18 A Okay. (Pause)</p> <p>19 Q Let me know when you've reviewed the document.</p> <p>20 A Okay. Okay.</p> <p>21 Q So the first -- the earliest email in the chain is on page 931, and that's an email dated February 8, 2016 from you to James Chaban, and --</p> <p>22 A Yes.</p> <p>23 Q -- you say:</p> <p>24 "I've had some interesting news from one of the global architects at Chubb. Could you please let me</p>

<p>1 know who the CP is in the US"; correct?</p> <p>2 <b>A Yes.</b></p> <p>3 Q Okay? What was the interesting news?</p> <p>4 <b>A I believe it was this technology valuation topic.</b></p> <p>5 Q Is the global architect Hamish?</p> <p>6 <b>A Yes.</b></p> <p>7 Q Okay, and how did you receive the interesting news from Hamish if you recall?</p> <p>9 <b>A I cannot recall exactly how it was first communicated.</b></p> <p>10 Q Okay, and then you say:</p> <p>11     "... please let me know who the CP is in the US"?</p> <p>12 <b>A Mm-hmm.</b></p> <p>13 Q Is -- did you think that Mike Sawyer was no longer the client partner?</p> <p>15 <b>A You never know when somebody is changing positions, so my intention was just to obviously make contact with Jamie who had had some bad health, so I wanted to have a reason to contact him, and, again, sometimes it's worth asking the same question twice because you might get a different answer.</b></p> <p>21 Q And, I apologize, we've talked about a lot of different people during the deposition today and we may have gone over this, but what was James Chaban's role at FICO?</p> <p>24 <b>A I believe at the time he -- I'm not exactly sure whether it was still in place at this time, but he was at one</b></p>	<p>1 say:</p> <p>2     "I've just had word..."</p> <p>3 Or:</p> <p>4     "I've had word from one of the Chubb Global Architects that they are 'just about to go into a technology contest of IBM ODM versus FICO Blaze.</p> <p>7     "As I've done some work with this [London team] I'm planning to visit him for lunch on Wednesday to find out a little more".</p> <p>10     Correct?</p> <p>11 <b>A Correct. That's what it says.</b></p> <p>12 Q "IBM ODM", what is that?</p> <p>13 <b>A ODM is a -- on paper -- an equivalent product to Blaze Advisor from IBM.</b></p> <p>15 Q So, Hamish had informed you that they were in the process of assessing IBM ODM and whether to switch to that product from FICO Blaze?</p> <p>18 <b>A I didn't want -- I wanted to find out more, I guess, when I met him, but, as I said, as it quotes here, they're just about to go into a technology contest of one versus the other.</b></p> <p>22 Q That's what I'm trying to understand. Was it your understanding at the time that a technology contest would be, "Let's try out IBM ODM and see if that works better for us than Blaze or doesn't work as as well"?</p>
<p style="text-align: center;">Page 166</p> <p>1 point leading the pre-sales team called, "Solution Architects", for DMS on a global basis.</p> <p>3 Q And was he based in the United States?</p> <p>4 <b>A Yes.</b></p> <p>5 Q Is he still with the company?</p> <p>6 <b>A Yes.</b></p> <p>7 Q Okay, then he directs you to Mike Sawyer?</p> <p>8 <b>A Yes.</b></p> <p>9 Q He says:</p> <p>10     "... (who I worked with @ Chubb as SSE/AE) ..."</p> <p>11 Do you know what he's referring to?</p> <p>12 <b>A Yes, the account executive which was then called, "Solution Sales Executive", the same role but, "AE", was the old name, SSE was the then current name.</b></p> <p>15 Q And so he's saying -- what does that mean? "Who I worked with at Chubb as SSE/AE", if you know?</p> <p>17 <b>A So the CP is the account manager, effectively, and the SSE is the specialist salesperson, so in this case it would be the DMS specialist seller.</b></p> <p>20 Q Okay, then Mike writes and says:</p> <p>21     "Hi Oliver, things are interesting at Chubb right now ... do you have time to talk tomorrow morning...", right?</p> <p>24 <b>A Yes, that's what he wrote, yes.</b></p> <p>25 Q Okay, and then you write back, still on February 8, you</p>	<p style="text-align: center;">Page 168</p> <p>1 <b>A I'm not sure what I thought, "Contest", meant, but as an employee of FICO I wanted to make sure that we were able to represent ourselves in that.</b></p> <p>4 Q You did not want Chubb Europe to stop using FICO Blaze; fair?</p> <p>6 <b>A I mean, my concern here was at the account level. I wanted to make sure this information was fed back to the team in the US.</b></p> <p>9 Q And you wanted to make sure that you did what you could to prevent Chubb Europe from switching to IBM ODM from Blaze; correct?</p> <p>12 MR HINDERAKER: Objection, misstates his testimony.</p> <p>13 <b>A Yes, my -- sorry, not, "Yes" -- my intention was to make sure this information was known within my company and that we could represent -- make sure that the -- our product could be represented properly in any internal evaluation.</b></p> <p>18 <b>BY MS JANUS:</b></p> <p>19 Q With the intent that they would not -- that Chubb Europe would not stop using FICO Blaze, right?</p> <p>21 <b>A So, my understanding was that this is more of a global exercise, so my concern was that perhaps -- I've seen, again, our customers do this before, they will choose to standardize on one or the other but not necessarily both.</b></p>

<p>1 Q And your intent was to do what you could to prevent  2 that, or convince them not to move away from FICO Blaze?</p> <p>3 <b>A Yes, my intention was to make sure the product was  4 adequately represented so that they could make a fair  5 evaluation.</b></p> <p>6 Q Then Mike writes back to you, still on February 8, and  7 says:  8 "I have not heard that from my contacts. In fact,  9 we are in discussions with them here in the states on  10 two opportunities that would bolt onto/leverage Blaze.  11 However, you should be aware that FICO has recently  12 served Chubb with a notice of breach of their Blaze  13 Advisor license based on their recent merger with Ace.  14 We are currently in discussions with Chubb's Vendor  15 Management office on this subject. Please do not  16 discuss this topic with your contact or provide them any  17 guidance as to what the scope of their license allows  18 them to do"; correct?</p> <p>19 <b>A That's what was written by Mike, yes.</b></p> <p>20 Q Is this the first you learned of the dispute between  21 FICO and Chubb?</p> <p>22 <b>A I believe so. I remember being disappointed, but yes, I  23 believe this is the first I heard about it.</b></p> <p>24 Q And why were you disappointed?</p> <p>25 <b>A Since my -- or one of my objectives was to encourage</b></p>	<p>1 can.  2 <b>A I did not even consider that this would have an impact.</b>  3 <b>Acquisitions and divestitures happen frequently, so</b>  4 <b>I had not considered that aspect.</b></p> <p>5 <b>BY MS JANUS:</b></p> <p>6 Q Do you know of other situations since as -- you've been  7 at FICO where a license dispute occurred due to a merger  8 or an acquisition or, as you put it, a divestiture?</p> <p>9 <b>A I'm not aware of any. These things tend to be handled</b>  10 <b>by the account team in a smooth way.</b></p> <p>11 Q Related -- so, are you aware of any other instance in  12 which FICO has taken the position that a license has  13 been breached due to a merger or acquisition --</p> <p>14 MR HINDERAKER: Objection, lack of foundation, but answer to  15 the extent you can.</p> <p>16 <b>A Yes. Again, as part of my role that's not something</b>  17 <b>that I would even be notified of.</b></p> <p>18 <b>BY MS JANUS:</b></p> <p>19 Q I understand, but I'm asking about your knowledge. Just  20 the extent of your knowledge on the topic.</p> <p>21 <b>A And, furthermore, I'm not aware of anything that fits</b>  22 <b>that description.</b></p> <p>23 Q In response -- oh, I guess you mentioned that you  24 understood Ace was licensed for Blaze Advisor. Is that  25 something you had involvement with?</p>
<p style="text-align: center;">Page 170</p> <p>1 <b>referencability, this is not something which would help</b>  2 <b>that to happen.</b></p> <p>3 Q By, "Encourage referencability", you mean create  4 a situation in which Chubb would be willing to provide  5 references to potential FICO customers?</p> <p>6 MR HINDERAKER: Asked and answered.</p> <p>7 <b>A Yes, references being one thing, but attendance at --</b>  8 <b>and presenting at customer forums being another, also</b>  9 <b>case studies, et cetera.</b></p> <p>10 <b>BY MS JANUS:</b></p> <p>11 Q Okay, then you say, on the first page of Exhibit 63:  12 "Hello Mike, can you be more specific on the nature  13 of the dispute? I understand that Ace were licensed for  14 Blaze Advisor some time ago, but have no idea whether it  15 has been renewed or not, or whether maintenance is being  16 paid. Are there any topics you'd like me to bring up on  17 Wednesday regarding current or future projects?"  18 Did you know at this time, prior to receiving the  19 email from Mike Sawyer, that Chubb had merged with Ace?</p> <p>20 <b>A I believe I had seen it in the news.</b></p> <p>21 Q Had you talked with anyone at Chubb about the merger?</p> <p>22 <b>A No.</b></p> <p>23 Q Did it occur to you that the merger would create an  24 issue with Chubb's license for Blaze Advisor?</p> <p>25 MR HINDERAKER: Objection, lack of foundation, answer if you</p>	<p style="text-align: center;">Page 172</p> <p>1 <b>A I had no personal involvement in that, in the client or</b>  2 <b>in anything around the licensing to that client.</b></p> <p>3 Q It's just something that you were generally aware of?</p> <p>4 <b>A As a historic -- as a historic record, yes.</b></p> <p>5 Q You then -- let's see, Mike asks for a phonecall with  6 you in response to your question about the nature of the  7 dispute, and then you say, "Yes", you're available. Did  8 you end up having a phonecall with Mr Sawyer?</p> <p>9 <b>A I remember speaking to Mike, yes.</b></p> <p>10 Q Okay, and tell me everything you recall about that  11 conversation.</p> <p>12 <b>A I don't recall an awful lot, I have to say. I think we</b>  13 <b>talked about the client and just confirmed, I think, his</b>  14 <b>guidance around not mentioning anything around the</b>  15 <b>topic, or any guidance around the scope of the license,</b>  16 <b>so I cannot recall anything further.</b></p> <p>17 Q What did he say was the basis for FICO's claim that the  18 license was breached?</p> <p>19 MR HINDERAKER: Objection, assumes facts.</p> <p>20 <b>A Sorry, could you repeat the question?</b></p> <p>21 <b>BY MS JANUS:</b></p> <p>22 Q What did Mr Sawyer say during the conversation about the  23 basis for FICO's position that the license was breached?</p> <p>24 <b>A I don't recall him describing the specifics of what led</b>  25 <b>to what he describes in the email.</b></p>

<p>1 Q Did you say to him, "How did Chubb breach the license?"</p> <p>2 A I don't recall saying that.</p> <p>3 Q Were you curious about how Chubb allegedly breached the license?</p> <p>5 A Not especially, knowing that I had received notification that a notice had been served, so no, I did not enquire what led to that being the case.</p> <p>8 Q Did Mr Sawyer say anything about Chubb's ability to use Blaze in Europe?</p> <p>10 A No. He did not advise of any -- he did not give any guidance on that.</p> <p>12 Q Did he give you any information about Chubb's use of the Blaze software anywhere other than the United States?</p> <p>14 A I don't believe he did, no.</p> <p>15 Q So to the best of your recollection the conversation simply consisted of him confirming for you what he said in his email that you shouldn't discuss the scope of the Chubb license during your meeting on Wednesday?</p> <p>19 A Yes. So, it was just confirming exactly what I should and should not do, and I believe I even -- I believe the meeting with Hamish had already been scheduled, and so I did question Mike, "Shall we still go ahead with the meeting", and I believe he -- again, my recollection is he said, "Yes, but just bear in mind these restrictions".</p>	<p>1 Advisor. Ace have (apparently) standardized on IBM's ODM".</p> <p>3 Is that correct?</p> <p>4 A That is what is written here, yes.</p> <p>5 Q Okay, and then Mike says, "Thanks Oliver"; correct?</p> <p>6 A That's right.</p> <p>7 Q During the meeting that you had with Hamish and -- and this is the meeting with Ross Smith, right?</p> <p>9 A Yes.</p> <p>10 Q -- did you discuss the merger with Ace?</p> <p>11 A The merger wasn't discussed but the technology rationalization was the focus of conversation.</p> <p>13 Q Okay, and what was discussed about it?</p> <p>14 A Again, I cannot recall the exact topics, but this was my summary to Mike of the relevant facts which were to confirm that what we thought was going ahead was, indeed, going ahead, in terms of the technology rationalization project.</p> <p>19 Q Did you talk with Hamish about reasons that Chubb should stick with Blaze Advisor during the meeting?</p> <p>21 A I believe I would have done that. Again, I can't recall the meeting, but I have many meetings, so I cannot recall the exact topics, but I would have most likely explained some of the reasons that our solution is strong. Again, it's something I do with clients, it's</p>
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<p>1 Q And the restrictions were, "Don't talk about the scope of the license"?</p> <p>3 A These two he listed here, yes. Don't mention the matter and do not discuss what the scope of their license allows them to do, in his words.</p> <p>6 Q Did that indicate to you that FICO intended to change its position regarding what the scope of the license would be going forward?</p> <p>9 MR HINDERAKER: Objection, assumes facts pending the position, lack of foundation.</p> <p>11 A It didn't suggest anything to me, other than the facts of the matter, which is what's written here.</p> <p>13 BY MS JANUS:</p> <p>14 Q I'm showing you what's been marked as Exhibit 64. (Exhibit 64 marked for identification)</p> <p>16 MR HINDERAKER: Thank you. (Pause)</p> <p>17 BY MS JANUS:</p> <p>18 Q Let me know when you've had a chance to look at it.</p> <p>19 A Yes, I've reviewed it.</p> <p>20 Q So, on February 11, 2016 you wrote to Mike Sawyer and said:</p> <p>22 "Hi Mike, as promised, an update from yesterday's meeting. It looks as if Chubb are indeed proceeding with a technology rationalization project, triggered by the merger with Ace, that includes their usage of Blaze</p>	<p>1 just making -- be very open with them about what the strengths of our solution are.</p> <p>3 Q Did you speak with Mike after sending this email?</p> <p>4 A I don't believe so. I believe I considered my job done with this. I closed the loop on the conversation. I gave them an update from the meeting.</p> <p>7 Q What happened next in terms of your dealings with Chubb?</p> <p>8 A Knowing what Mike had told me in the previous exhibit, 63, I waited for contact around -- from Hamish -- around this -- the valuation, but took no further action, I don't believe, knowing that the legal matter was underway.</p> <p>13 Q Did you hear anything more from anyone at Chubb?</p> <p>14 A I don't believe I did. I don't recall anything further.</p> <p>15 Q So was this February 11, 2016 -- or, I'm sorry, "Yesterday's meeting", so was the February 10, 2016 meeting that you had with Hamish your last contact with anyone at Chubb?</p> <p>19 A I believe it was the last or one of the last. I can't recall any specific further interactions. Sorry, I can't recall.</p> <p>22 Q Okay. Do you -- did you at some point learn that Mr Sawyer took the position with Chubb that the Chubb license for Blaze was limited to the United States?</p> <p>25 A Did I hear from Mike on that topic?</p>
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<p>1 Q Yeah.</p> <p>2 A <b>Is that the question? I don't believe so.</b></p> <p>3 Q Would it surprise you if Mr Sawyer took the position 4 that the Chubb license for Blaze was limited to the 5 United States?</p> <p>6 MR HINDERAKER: Objection, lack of foundation.</p> <p>7 A <b>I was not privy to the account planning for this account or any of Mike's strategies or plans.</b></p> <p>9 <b>BY MS JANUS:</b></p> <p>10 Q But if Mr Sawyer took the position with Chubb that the 11 Blaze license was limited to the United States, that 12 would be inconsistent with Chubb Europe's continued work 13 with FICO on Blaze; correct?</p> <p>14 MR HINDERAKER: Objection, lack of foundation, assumes 15 facts.</p> <p>16 A <b>Sorry, could you repeat the question one more time?</b></p> <p>17 <b>BY MS JANUS:</b></p> <p>18 Q Can you read it back?</p> <p>19 (RECORD READ)</p> <p>20 MR HINDERAKER: And I object also on the basis to the extent 21 that it's asking for a legal conclusion.</p> <p>22 A <b>Yes, I don't know exactly what is meant by, "Inconsistent".</b></p> <p>24 <b>BY MS JANUS:</b></p> <p>25 Q We've gone through several documents here today in which</p>	<p>1 Do you see that?</p> <p>2 A <b>Yes.</b></p> <p>3 Q Okay?</p> <p>4 A <b>Yes.</b></p> <p>5 Q And we could go through others in which the license is 6 described by FICO employees as, "Global"; correct?</p> <p>7 A <b>Yes. Sorry, I just didn't recall that specific mention.</b></p> <p>8 Q Mr Hill described the license as global to you; correct?</p> <p>9 Take a look at Exhibit 48 if you need to refresh your 10 recollection.</p> <p>11 A <b>Yes.</b></p> <p>12 Q Mr Schreiber described the license as global; correct?</p> <p>13 A <b>He did. Yes.</b></p> <p>14 Q Take a look at Exhibit 65 please.</p> <p>15 (Exhibit 65 marked for identification)</p> <p>16 Let me know when you've had a chance to review it</p> <p>17 (Pause)</p> <p>18 Have you reviewed it?</p> <p>19 A <b>Yes.</b></p> <p>20 Q If you take a look at the email from Mr Sawyer to Elie 21 at Chubb at the top of page 3091, this email is dated 22 January 8, 2016; correct?</p> <p>23 A <b>January 8, 2016. Yes.</b></p> <p>24 Q And Mr Sawyer says:</p> <p>25 "Thanks for the call this afternoon. As discussed,</p>
<p style="text-align: right;">Page 178</p> <p>1 you are part of conversations relating to the scope of 2 Chubb's Blaze license; correct?</p> <p>3 A <b>Several of these contain information that I was told 4 about the meaning -- the scope, according to an 5 interpretation. Sorry.</b></p> <p>6 <b>So yeah, several of these documents contain 7 information in which the scope is discussed.</b></p> <p>8 Q And that scope, according to Mr Sawyer and Mr Schreiber 9 and Mr Hill, was global -- a global enterprise Blaze 10 license; correct?</p> <p>11 A <b>And also that was mentioned by the client as well.</b></p> <p>12 Q That's not my question, though. Please answer my 13 question.</p> <p>14 A <b>There were a number of mentions of global license.</b></p> <p>15 Q Could you read back my question please?</p> <p>16 (RECORD READ)</p> <p>17 A <b>It was described as global, yes.</b></p> <p>18 Q Okay, and Mr Sawyer described it as global; correct?</p> <p>19 A <b>In which --</b></p> <p>20 Q Take a look at Exhibit 47.</p> <p>21 A <b>Yeah.</b></p> <p>22 Q Okay? At the bottom of the page Mr Sawyer wrote on 23 August 14 2012: 24 "They do have a Global ELA for Blaze and have an 25 automated UW Application running in the UK already".</p>	<p style="text-align: right;">Page 180</p> <p>1 attached are Chubb's Blaze Advisor license agreement for 2 your review. Chubb acquired its current Blaze Advisor 3 license scope via 3 incremental purchases and I have 4 attached all 3 documents in chronological order".</p> <p>5 Is that consistent with your recollection that there 6 are three documents that comprised the Chubb license?</p> <p>7 MR HINDERAKER: Objection, lack of foundation, misstates his 8 testimony. Presumes --</p> <p>9 MS JANUS: I'm not misstating any testimony, I'm asking 10 a question.</p> <p>11 MR HINDERAKER: You're presuming that he has a recollection 12 of three incremental licenses.</p> <p>13 MS JANUS: No I'm not, I'm asking if he has a recollection.</p> <p>14 MR HINDERAKER: That's not what your question was. That's 15 not what you said.</p> <p>16 MS JANUS: Well that's what my question meant to be.</p> <p>17 MR HINDERAKER: Well then as what you mean.</p> <p>18 MS JANUS: I did.</p> <p>19 MR HINDERAKER: Do you understand the question now? There 20 is a different question on the table now.</p> <p>21 MS JANUS: No there isn't. Stop coaching the witness. My 22 question is, is it your understanding that there are 23 three documents that comprise the Chubb license?</p> <p>24 A <b>I do not recall how many documents there were relating 25 to this topic.</b></p>

<p>1 Q "The net result...", Mr Sawyer results:</p> <p>2 " ... is that Chubb currently has a perpetual</p> <p>3 Enterprise Wide License for the Java and .NET versions</p> <p>4 of the platform for use in the territory of the US".</p> <p>5 Do you see that?</p> <p>6 <b>A I can see that's what's written here, yes.</b></p> <p>7 Q Mr Sawyer is taking the position that the license was</p> <p>8 for use in the territory of the US?</p> <p>9 MR HINDERAKER: Stipulate that that's what the document</p> <p>10 says. Objection, lack of foundation as to Sawyer's</p> <p>11 intentions.</p> <p>12 <b>A Yes. I mean it's -- the documentation that a perpetual</b></p> <p>13 <b>enterprise wide license for Java and .NET for platform</b></p> <p>14 <b>for use in the territory in the US.</b></p> <p>15 <b>BY MS JANUS:</b></p> <p>16 Q And that's inconsistent with his previous statements to</p> <p>17 you and others at FICO relating to the scope of the</p> <p>18 Chubb Blaze Advisor license; correct?</p> <p>19 <b>A For a layperson, without having the means to have</b></p> <p>20 <b>interpreted the contracts, it seems to be different to</b></p> <p>21 <b>what was said earlier.</b></p> <p>22 Q Do you know who Tom Carretta is?</p> <p>23 <b>A I believe he's our head of -- I'm not sure his exact</b></p> <p>24 <b>titles, but head of our legal team.</b></p> <p>25 Q "Our", meaning FICO?</p>	<p>1 territory"?</p> <p>2 <b>A I do not know specifically what he's referring to here.</b></p> <p>3 Q Would it surprise you to learn that one of those</p> <p>4 applications is the use of Blaze that you were involved</p> <p>5 with, with Chubb Europe?</p> <p>6 MR HINDERAKER: Objection, asks for speculation, assumes</p> <p>7 facts of Mr Carretta.</p> <p>8 <b>A I have no means of knowing what he means by, "These two</b></p> <p>9 <b>non-compliant applications".</b></p> <p>10 <b>BY MS JANUS:</b></p> <p>11 Q Okay, but in your mind the applications that were being</p> <p>12 used by Chubb Europe were certainly within the scope of</p> <p>13 the license; correct?</p> <p>14 MR HINDERAKER: Objection, asks for a legal conclusion, lack</p> <p>15 of foundation.</p> <p>16 <b>A I have no way to interpret the contracts as they were,</b></p> <p>17 <b>nor have I tried to.</b></p> <p>18 <b>BY MS JANUS:</b></p> <p>19 Q Sure, but you did your due diligence when you were</p> <p>20 working with Chubb Europe over the years; correct?</p> <p>21 We've gone through that.</p> <p>22 MR HINDERAKER: Objection, argumentative.</p> <p>23 <b>A So I've no way of -- I've no interpretation of the</b></p> <p>24 <b>license as it was, as to exactly what is and isn't</b></p> <p>25 <b>included within -- by this definition of applications</b></p>
<p>Page 182</p> <p>1 <b>A Yes.</b></p> <p>2 Q He's based in the United States?</p> <p>3 <b>A I believe so.</b></p> <p>4 Q This is a document marked Exhibit 66.</p> <p>5 (Exhibit 66 marked for identification)</p> <p>6 MR HINDERAKER: Thank you.</p> <p>7 <b>BY MS JANUS:</b></p> <p>8 Q Let me know when you've had a chance to review the</p> <p>9 document. (Pause)</p> <p>10 <b>A I've read the cover letter.</b></p> <p>11 Q Okay. This is an email from Mr Carretta to Andrew Hopp</p> <p>12 at Chubb dated March 11, 2016; correct?</p> <p>13 <b>A Yes. 11 March 2016.</b></p> <p>14 Q Okay, and Mr Carretta states:</p> <p>15 "I understand the respective business teams have</p> <p>16 made some progress. While this progress has elongated</p> <p>17 longer than expected and has been exasperated by finding</p> <p>18 two non-compliant applications outside the authorized US</p> <p>19 territory, I am hopeful we will receive a substantive</p> <p>20 and reflective response on Monday..."</p> <p>21 Again, FICO is referring to the authorized territory</p> <p>22 as the US; correct?</p> <p>23 <b>A That is what Tom Carretta has written here, yes.</b></p> <p>24 Q Do you know what he's referring to as the, "Two</p> <p>25 non-compliant applications outside the authorized US</p>	<p>Page 184</p> <p>1 <b>outside of US territory.</b></p> <p>2 <b>BY MS JANUS:</b></p> <p>3 Q At the time that you were assisting Chubb Europe with</p> <p>4 its use of Blaze, you and others at FICO Europe checked</p> <p>5 to see whether that use was within the scope of the</p> <p>6 license; correct?</p> <p>7 MR HINDERAKER: Asked and answered. Rely on the testimony.</p> <p>8 <b>BY MS JANUS:</b></p> <p>9 Q You can answer.</p> <p>10 MR HINDERAKER: You can go ahead and -- I mean, if you</p> <p>11 understand the question you should answer. We've been</p> <p>12 through this.</p> <p>13 <b>A Yes, information was received saying that this was</b></p> <p>14 <b>a global license from both the client and from FICO.</b></p> <p>15 <b>BY MS JANUS:</b></p> <p>16 Q First from FICO; correct?</p> <p>17 <b>A Yes. Yes.</b></p> <p>18 Q So it would surprise you, wouldn't it, if FICO was now</p> <p>19 taking the position that Chubb Europe's use of the Blaze</p> <p>20 software was outside the scope of the license?</p> <p>21 MR HINDERAKER: Objection, argumentative.</p> <p>22 <b>A Again, I think it relies on an interpretation of legal</b></p> <p>23 <b>documents, exactly what is meant by Tom's sentence here</b></p> <p>24 <b>of two non-compliant applications.</b></p> <p>25</p>

<p>1 BY MS JANUS:</p> <p>2 Q Do you understand that FICO is taking the position in</p> <p>3 this lawsuit that use of Blaze in the UK was outside the</p> <p>4 scope of the license?</p> <p>5 MR HINDERAKER: Objection to the extent that counsel is</p> <p>6 asking for privileged attorney/client communication.</p> <p>7 You can answer the question if it's not based upon any</p> <p>8 information that I may have given you or that</p> <p>9 Mr Woodward may have given you. If you have a basis</p> <p>10 independent of us you should answer the question but if</p> <p>11 you don't, then I instruct you not to answer.</p> <p>12 <b>A Again, without having a means to interpret the contract</b></p> <p>13 <b>I don't know what exactly is meant by this statement or</b></p> <p>14 <b>the position that FICO is said to be taking.</b></p> <p>15 <b>BY MS JANUS:</b></p> <p>16 Q Do you have an understanding of whether FICO is taking</p> <p>17 the position in this lawsuit that use of the Blaze</p> <p>18 software by Chubb in the UK was outside the scope of the</p> <p>19 license?</p> <p>20 MR HINDERAKER: I'm going to give you the same advice and</p> <p>21 the same instruction, that if you have an understanding</p> <p>22 one way or the other that is independent of any</p> <p>23 conversations with myself or Mr Woodward or any other</p> <p>24 FICO lawyer, then you should answer the question. If</p> <p>25 your understanding is based upon those privileged</p>	<p>1 software, to entities located in the UK, Canada and</p> <p>2 Australia. Do you see that?</p> <p>3 <b>A Yes, I can see that sentence.</b></p> <p>4 Q And then it states:</p> <p>5 "... which is in violation of the license granted by</p> <p>6 the agreement".</p> <p>7 Do you see that?</p> <p>8 <b>A Yes I can see that sentence.</b></p> <p>9 Q Okay, so do you understand, based on Exhibit 67, that</p> <p>10 FICO has taken the position in this lawsuit that Chubb's</p> <p>11 use of the Blaze software in Europe was in violation of</p> <p>12 the license?</p> <p>13 MR HINDERAKER: Objection, lack of foundation, asks for</p> <p>14 a legal conclusion, outside the scope of this witness's</p> <p>15 knowledge.</p> <p>16 <b>A Yes, I am unable to draw a conclusion on that.</b></p> <p>17 <b>BY MS JANUS:</b></p> <p>18 Q You just don't know, based on reading this?</p> <p>19 <b>A I lack the legal expertise to draw a meaning from it,</b></p> <p>20 <b>from this within the context of the overall document.</b></p> <p>21 Q Okay, and if it was, in fact, the case that FICO was</p> <p>22 taking the position in this lawsuit that the use of</p> <p>23 Blaze software by Chubb in the UK was in violation of</p> <p>24 the license, that would be inconsistent with the</p> <p>25 statements we've reviewed by FICO employees and your</p>
<p style="text-align: right;">Page 186</p> <p>1 attorney/client communications then I instruct you not</p> <p>2 to answer.</p> <p>3 <b>A Okay. I choose not to answer that question.</b></p> <p>4 <b>BY MS JANUS:</b></p> <p>5 Q I'm showing you what's been marked as Exhibit 67.</p> <p>6 (Exhibit 67 marked for identification)</p> <p>7 Have you seen this document before?</p> <p>8 <b>A Why -- no I haven't, no.</b></p> <p>9 Q I'm going to be asking you about FICO's response to</p> <p>10 interrogatory number 4. Let me know when you've had</p> <p>11 a chance to review that. (Pause)</p> <p>12 <b>A Would you like me to read the whole of interrogatory</b></p> <p>13 <b>number 4?</b></p> <p>14 <b>MR HINDERAKER: I believe she is asking about interrogatory</b></p> <p>15 <b>number 4, so yes you have to read the interrogatory</b></p> <p>16 <b>which is a question and then there is a response. I</b></p> <p>17 <b>believe she is asking for you to both read the</b></p> <p>18 <b>interrogatory and the response.</b></p> <p>19 <b>A Okay. (Pause)</b></p> <p>20 I've reviewed the interrogatory.</p> <p>21 Q Okay, and this is signed by FICO on page 11; correct?</p> <p>22 <b>A Yes. There is a signature there.</b></p> <p>23 Q Okay, and in response to interrogatory number 4 FICO</p> <p>24 takes the position in this lawsuit that Federal has</p> <p>25 disclosed the works, which FICO has defined as the Blaze</p>	<p style="text-align: right;">Page 188</p> <p>1 work with Chubb Europe in connection with Chubb Europe's</p> <p>2 use of Blaze software. Is that fair?</p> <p>3 <b>A Sorry, could you repeat the question, please?</b></p> <p>4 Q Is there something about the question you didn't</p> <p>5 understand?</p> <p>6 <b>A Yes. That's why I'm asking for it to be repeated.</b></p> <p>7 (RECORD READ)</p> <p>8 Again, based on my limited ability to interpret</p> <p>9 these documents it would seem as if they're not aligned.</p> <p>10 VIDEOGRAPHER: Excuse me, you've got five minutes of record</p> <p>11 time on here.</p> <p>12 <b>BY MS JANUS:</b></p> <p>13 Q I'm showing you what's been marked as Exhibit 68.</p> <p>14 (Exhibit 68 marked for identification)</p> <p>15 This is an email from Tom Carretta to Andrew Hopp</p> <p>16 dated March 23, 2016. (Pause)</p> <p>17 Have you reviewed the document?</p> <p>18 <b>A Yes.</b></p> <p>19 <b>MR HINDERAKER: Let me just note for the record that this is</b></p> <p>20 <b>a rule 408 communication.</b></p> <p>21 <b>BY MS JANUS:</b></p> <p>22 Q In the first paragraph of Mr Carretta's email he states:</p> <p>23 "Additionally ..."</p> <p>24 In the middle of that paragraph -- are you with me?</p> <p>25 "Additionally"?</p>

<p>1 <b>A Yes.</b></p> <p>2 Q "... we have become aware of two UK installations of</p> <p>3 the subject software, which is outside the scope of the</p> <p>4 Agreement".</p> <p>5 Do you see that?</p> <p>6 <b>A Yes I can. I can see that.</b></p> <p>7 Q Okay. News to you that it would be outside the scope of</p> <p>8 the agreement; correct?</p> <p>9 MR HINDERAKER: Object to the question as asking for a legal</p> <p>10 conclusion, lack of foundation. To the extent it's</p> <p>11 factually based, asked and answered.</p> <p>12 <b>A Sorry, the question --</b></p> <p>13 <b>BY MS JANUS:</b></p> <p>14 Q It would be news to you that the UK installations are</p> <p>15 outside of the scope of the agreement; correct?</p> <p>16 MR HINDERAKER: I have the same objections.</p> <p>17 <b>A That is different to what I was -- I had been told by</b></p> <p>18 <b>others.</b></p> <p>19 <b>BY MS JANUS:</b></p> <p>20 Q And do you think it's odd that he has said on March 23,</p> <p>21 2016:</p> <p>22 " ... we have become aware of two UK installations</p> <p>23 of the subject software ...", as if this is a new</p> <p>24 development according to FICO?</p> <p>25 MR HINDERAKER: Objection, argumentative, lack of foundation</p>	<p>1 the subject software ..."</p> <p>2 I'm sorry:</p> <p>3 " ... of two UK installations of the subject</p> <p>4 software, which is outside the scope of the Agreement".</p> <p>5 My question to you is; do you know why Mr Carretta</p> <p>6 phrases that as if FICO is just becoming aware of the UK</p> <p>7 installations of the subject software?</p> <p>8 MR HINDERAKER: Earlier objections of lack foundation. Go</p> <p>9 ahead and answer if you can.</p> <p>10 <b>A I do not know. I do not.</b></p> <p>11 <b>BY MS JANUS:</b></p> <p>12 Q Did anyone consult you about FICO taking the position</p> <p>13 that the UK installations of Blaze would be outside the</p> <p>14 scope of the agreement?</p> <p>15 <b>A No.</b></p> <p>16 Q The next paragraph says:</p> <p>17 "The proper license by Chubb &amp; Sons is limited to</p> <p>18 installation in the United States..."</p> <p>19 Again, that is inconsistent with what your</p> <p>20 understanding had been throughout your work with Chubb</p> <p>21 in Europe. Is that fair?</p> <p>22 MR HINDERAKER: Earlier objections of improper to the extent</p> <p>23 it's asking for a legal conclusion, lack of foundation,</p> <p>24 asked and answered.</p> <p>25 <b>A I did not have an interpretation of the legal agreement,</b></p>
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<p>1 as to Carretta.</p> <p>2 <b>A I cannot speak for why that information was presented at</b></p> <p>3 <b>that time.</b></p> <p>4 <b>BY MS JANUS:</b></p> <p>5 Q Okay, because you had -- you and your team at FICO in</p> <p>6 Europe had communicated at length with FICO in the</p> <p>7 United States relating to Chubb Europe's use of Blaze;</p> <p>8 correct? Throughout the course of Chubb Europe's use.</p> <p>9 MR HINDERAKER: Object to the question to the extent it</p> <p>10 mischaracterizes the testimony. We'll rely on the</p> <p>11 testimony.</p> <p>12 <b>A Sorry, could you repeat the question, please?</b></p> <p>13 <b>BY MS JANUS:</b></p> <p>14 Q I think we've got to break for the tape.</p> <p>15 <b>A Okay.</b></p> <p>16 <b>MR HINDERAKER: How much further --</b></p> <p>17 <b>VIDEOGRAPHER: Going off-the-record. The time is 4.50.</b></p> <p>18 (4.50 pm)</p> <p>19 (Short break)</p> <p>20 (4.56 pm)</p> <p>21 VIDEOGRAPHER: Back on the record. The time is 4.57.</p> <p>22 <b>BY MS JANUS:</b></p> <p>23 Q All right. We were looking at Exhibit 68, and just to</p> <p>24 be sure the record is clear on this, Mr Carretta states:</p> <p>25 "... we have become aware of two UK installations of</p>	<p>1 <b>and I was not aware of a physical installation location</b></p> <p>2 <b>of the software.</b></p> <p>3 <b>BY MS JANUS:</b></p> <p>4 Q And your testimony on that from earlier today was that</p> <p>5 you did not know where it was installed, and you did not</p> <p>6 view where it was installed as significant.</p> <p>7 <b>A I did not see that as significant, no, or having been</b></p> <p>8 <b>told it was a global license.</b></p> <p>9 Q Based on your dealings with Chubb Europe, I take it it</p> <p>10 was also Chubb Europe's understanding, as far as you</p> <p>11 knew, that it was a global license for use of Blaze. Is</p> <p>12 that fair?</p> <p>13 MR HINDERAKER: Asked and answered. Go ahead.</p> <p>14 <b>A It was the statement of one of the contacts of the</b></p> <p>15 <b>client that that was the case.</b></p> <p>16 <b>BY MS JANUS:</b></p> <p>17 Q I'm showing you what's been marked as Exhibit 69.</p> <p>18 (Exhibit 69 marked for identification)</p> <p>19 Let me know when you've had a chance to review this</p> <p>20 document. (Pause)</p> <p>21 Q Have you reviewed it?</p> <p>22 <b>A Yes.</b></p> <p>23 Q All right. Have you seen this document before?</p> <p>24 <b>A I do not believe so.</b></p> <p>25 Q This is the FICO notice of termination of the Chubb</p>
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<p>1 license; correct?</p> <p>2 MR HINDERAKER: Objection, lack of foundation. We'll</p> <p>3 stipulate that that is the termination letter but this</p> <p>4 witness doesn't know.</p> <p>5 <b>BY MS JANUS:</b></p> <p>6 Q In the middle paragraph Mr Carretta writes to Mr Hopp at</p> <p>7 Chubb:</p> <p>8 "... I notified you via email on March 11, 2016 that</p> <p>9 FICO had become aware of a further material breach due</p> <p>10 to the use of the Software outside the United States in</p> <p>11 two applications utilized in the United Kingdom".</p> <p>12 Do you see that?</p> <p>13 <b>A Yes.</b></p> <p>14 Q So does it appear to you that the use of Blaze by Chubb</p> <p>15 Europe was one of the reasons Mr Carretta was citing for</p> <p>16 the termination of the Chubb license?</p> <p>17 <b>A Again, not having been familiar with the terms of the</b></p> <p>18 <b>license, I had no way of knowing whether these</b></p> <p>19 <b>applications were made available for the United Kingdom</b></p> <p>20 <b>or were deployed in the United Kingdom, so that would</b></p> <p>21 <b>be a -- I would be unable to say for sure whether the</b></p> <p>22 <b>two were the same thing.</b></p> <p>23 Q Okay, so you're not sure whether Mr Carretta is</p> <p>24 referring to the applications that you worked with Chubb</p> <p>25 Europe on over the years?</p>	<p>1 <b>BY MS JANUS:</b></p> <p>2 Q I'm asking if the position that Chubb Europe's use of</p> <p>3 Blaze is a breach of the license agreement, if that</p> <p>4 position is inconsistent with the history of FICO</p> <p>5 Europe's work with Chubb Europe relating to Chubb</p> <p>6 Europe's use of Blaze.</p> <p>7 MR HINDERAKER: I have the same set of objections as before,</p> <p>8 lasts for this whole series of questions, so rather than</p> <p>9 repeat them, so the extent you can answer factually, go</p> <p>10 ahead.</p> <p>11 <b>A Again, without having come to a conclusion on the</b></p> <p>12 <b>meaning of this document, I don't see a mention of Chubb</b></p> <p>13 <b>Europe in this case, but it does talk about applications</b></p> <p>14 <b>utilized in the United Kingdom.</b></p> <p>15 <b>BY MS JANUS:</b></p> <p>16 Q Yes. (Pause)</p> <p>17 You done with the answer?</p> <p>18 <b>A Yes.</b></p> <p>19 Q Okay. My question was different. It was; do you agree</p> <p>20 with me that FICO's statement in the letter that use of</p> <p>21 the software in two applications in the UK was a breach</p> <p>22 of the license agreement, is inconsistent with the way</p> <p>23 that FICO Europe conducted itself in connection with</p> <p>24 working with Chubb Europe and Chubb's use of Blaze in</p> <p>25 Europe?</p>
<p>Page 194</p> <p>1 <b>A I'm not aware of any firm link. I mean, one might make</b></p> <p>2 <b>an assumption that they are, but I don't happen -- I</b></p> <p>3 <b>wouldn't want to assume that they were the same.</b></p> <p>4 Q You're just not sure?</p> <p>5 <b>A I'm not sure whether they are the same.</b></p> <p>6 Q Okay. If they were the same, then this position would</p> <p>7 be inconsistent with your work on behalf of FICO in</p> <p>8 Europe with Chubb in Europe relating to Blaze; correct?</p> <p>9 MR HINDERAKER: I have the same set of objections regarding</p> <p>10 asking for a legal conclusion, lack of foundation in</p> <p>11 respect to Carretta, asked and answered with respect to</p> <p>12 any factual basis for the question, and you can repeat</p> <p>13 yourself again. You know, answer the question if you</p> <p>14 can, please.</p> <p>15 <b>A Again, looking at this in isolation, and at face value,</b></p> <p>16 <b>it would seem to be different to the guidance I had</b></p> <p>17 <b>received from a number of individuals.</b></p> <p>18 <b>BY MS JANUS:</b></p> <p>19 Q And inconsistent with how you and FICO in Europe</p> <p>20 conducted yourself in the relationship with Chubb in</p> <p>21 Europe; correct?</p> <p>22 MR HINDERAKER: Same set of objections. Go ahead and answer</p> <p>23 if you can.</p> <p>24 <b>A Sorry, could you explain the link between how we</b></p> <p>25 <b>conducted ourselves and this paragraph?</b></p>	<p>Page 196</p> <p>1 <b>A I would say there is room for confusion, given what was</b></p> <p>2 <b>described as the global agreement.</b></p> <p>3 Q They're inconsistent --</p> <p>4 MR HINDERAKER: Asked and answered. Argument. Asked and</p> <p>5 answered.</p> <p>6 <b>BY MS JANUS:</b></p> <p>7 Q -- right?</p> <p>8 <b>A I maintain my answer that without having a means to</b></p> <p>9 <b>interpret the license agreement I cannot say whether the</b></p> <p>10 <b>global license is equivalent to, for example, being able</b></p> <p>11 <b>to use the system globally but only hosted in the</b></p> <p>12 <b>United States, for example.</b></p> <p>13 Q Okay. Do you know of any instance in which FICO has</p> <p>14 interpreted a global license to mean that it can only be</p> <p>15 hosted in one specific location?</p> <p>16 MR HINDERAKER: Objection, lack of foundation.</p> <p>17 <b>A Yes, again I think that question could only be answered</b></p> <p>18 <b>from the point of an individual --</b></p> <p>19 <b>BY MS JANUS:</b></p> <p>20 Q I'm asking for your own knowledge. You either know of</p> <p>21 those situations or you don't.</p> <p>22 MR HINDERAKER: Same objection.</p> <p>23 <b>A Sorry, just so I can be clear that the answer I'm giving</b></p> <p>24 <b>is correct could you repeat the question in full?</b></p>

<p>1 BY MS JANUS:</p> <p>2 Q You just mentioned something about the software being  3 hosted in a particular location; correct?</p> <p>4 A Yes.</p> <p>5 Q What made you mention that?</p> <p>6 A So, clients of ours can often, especially in centralized  7 organizations, they can host centrally and make  8 available multipally, or our clients can also deploy  9 into separate instances. So, the reason I mention that  10 is that what I see here mentions two applications  11 utilized in the United Kingdom but it's not necessarily  12 clear to me exactly what, "Utilized", might mean in  13 terms of the physical location of the software.</p> <p>14 Q What is the practical effect, if any, of the software  15 being hosted in multiple locations?</p> <p>16 A Can you give me an example of what you mean by,  17 "Practical"?</p> <p>18 Q What difference does it make?</p> <p>19 A The software is designed to be used on a network, but  20 for some customers there are restrictions around where  21 data can reside, where processing can reside, so that's  22 why there's sometimes a distinction between where  23 something is utilized and where something is residing.</p> <p>24 Q So are you saying that you know of specific licenses  25 that have restrictions about where data can reside and</p>	<p>1 MR HINDERAKER: Objection, lack of foundation.</p> <p>2 A I cannot think of any specific reasons, but there may be  3 a business reason for a contract to include that  4 restriction.</p> <p>5 BY MS JANUS:</p> <p>6 Q What is a possible business reason for that?</p> <p>7 A Again, I can't think of a specific business reason but  8 it may be something which is a restriction of use,  9 presumably.</p> <p>10 Q So why would a company want to install the Blaze  11 software in a location that is close to or proximate to  12 the location that is using the software?</p> <p>13 MR HINDERAKER: Objection, lack of foundation, asks for  14 a hypothetical, vague and indefinite.</p> <p>15 A There are a number of potential reasons as to why  16 a company might want to do that.</p> <p>17 BY MS JANUS:</p> <p>18 Q What are some of those reasons?</p> <p>19 A It may be around the location of the data which is often  20 held, or held in the same location as where the  21 processing takes place, according to laws restricting  22 the transfer of data outside of certain boundaries.</p> <p>23 Q Anything else?</p> <p>24 A There may be technical reasons -- performance, for  25 example.</p>
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<p>1 where processes can reside?</p> <p>2 A So what I do know is that there are -- there is  3 legislation that restricts where data can be processed.</p> <p>4 Q Laws?</p> <p>5 A Yes.</p> <p>6 QOkay. We're talking about licenses, FICO licenses.</p> <p>7 A Mm-hmm.</p> <p>8 QRight?</p> <p>9 AYes.</p> <p>10 QOkay. So, do you know of any FICO licenses that  11 restrict where data resides or processes reside?</p> <p>12 MR HINDERAKER: Objection, lack of foundation.</p> <p>13 AYes, I can't answer -- I can't name any from memory.</p> <p>14 BY MS JANUS:</p> <p>15 QOkay. In your view, though, if a license is global,  16 there would not be restrictions about where the Blaze  17 Advisor software could reside. Is that correct?</p> <p>18 MR HINDERAKER: Objection, argumentative, lack of  19 foundation.</p> <p>20 AThat would rely on an interpretation of the license  21 agreement.</p> <p>22 BY MS JANUS:</p> <p>23 QIs there a reason that if an entity obtained a global  24 license that it should not be able to install the Blaze  25 Advisor software where it is, in fact, using it?</p>	<p>1 Q "Performance", you said?</p> <p>2 A Yes.</p> <p>3 Q It would improve -- it could improve performance to have  4 the software installed at --</p> <p>5 APotentially.</p> <p>6 Q -- it at the site that it's being used?</p> <p>7 APotentially.</p> <p>8 QOkay. Would it make sense to you, based on your  9 familiarity with Blaze and how it's used, for FICO to  10 grant a global license that actually prevented an entity  11 from installing Blaze at the locations that it was using  12 Blaze?</p> <p>13 MR HINDERAKER: Objection, lack of foundation, asks for  14 speculation.</p> <p>15 AI'm not somebody who contributes to the creation of  16 license agreements so I'm not aware of what specific  17 business reasons might be taken into account.</p> <p>18 BY MS JANUS:</p> <p>19 QDo you -- can you come up with any reason why a license  20 like that would make sense?</p> <p>21 MR HINDERAKER: Same objections. Go ahead.</p> <p>22 AIt could make sense should both parties want to make it  23 clear where processing using the system is permitted.</p> <p>24 BY MS JANUS:</p> <p>25 QDo you know of any -- strike that.</p>
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<p>1 Do you know whether Chubb Europe's use of Blaze has 2 changed in any way since the merger with Ace? 3 MR HINDERAKER: Objection, lack of foundation. 4 <b>A I'm not aware, nor would I have been made aware, having</b> 5 <b>no responsibility for the account.</b> 6 <b>BY MS JANUS:</b> 7 Q Okay. Do you know whether anyone at FICO in Europe has 8 any information to support the position that Chubb 9 Europe's use of the Blaze software has changed in any 10 way since the merger? 11 MR HINDERAKER: Same objection. 12 <b>A I'm not aware and nor would I have been made aware</b> 13 <b>should that be the case.</b> 14 <b>BY MS JANUS:</b> 15 Q Who would be aware at FICO, if anyone? 16 <b>A The question is if the usage of the software had</b> 17 <b>changed. Specifically what about the usage of the</b> 18 <b>software?</b> 19 Q Any aspect of the usage of the software. 20 <b>A So, clients, this being licensed software, are free to</b> 21 <b>use it within the agreement that they have with FICO and</b> 22 <b>they don't need to inform us of things like changes in</b> 23 <b>the number of transactions they're processing, for</b> 24 <b>example.</b> 25 Q Mm-hmm?</p>	<p>1 <b>A Yes. This was a summary email, a version of which we</b> 2 <b>saw in one of the other exhibits.</b> 3 Q And you state in this draft that you emphasize the 4 benefits of the wider FICO ecosystem to Chubb in Europe; 5 correct? It's on page 4778. 6 <b>A Yes. So, as I previously mentioned, this is something</b> 7 <b>which I thought I would have done as part of the meeting</b> 8 <b>with Hamish.</b> 9 Q And then Ross emails Collingwood and says, is this okay 10 for us to share with the US CP: 11 "Or should we be looking to keep our powder dry?" 12 Do you have any idea about what he meant by that? 13 <b>A I'm not sure what his intention was.</b> 14 Q Collingwood writes back and says: 15 "Can we just say we have and continue to engage with 16 Chubb EMEA and they have asked us to take part in an 17 evaluation against IBM...", right? 18 <b>A Yes. Yes. That's what he wrote.</b> 19 Q And that's what you ended up doing, right? 20 <b>A That's correct.</b> 21 Q You didn't provide the detail to Sawyer relating to your 22 meeting with Chubb in Europe; correct? 23 <b>A The key detail was retained, that the evaluation was</b> 24 <b>still planned to go ahead.</b> 25 Q But none of the other information was included, right?</p>
<p style="text-align: center;">Page 202</p> <p>1 <b>A There's no obligation on the client to inform us of</b> 2 <b>those sorts of things.</b> 3 Q Okay, and so do you -- is there anyone at FICO to your 4 knowledge who would know whether Chubb has changed its 5 use of Blaze in any way since its merger with Ace? 6 <b>A So, I mean, aside from the documents which are in front</b> 7 <b>of me which -- this one talks about a termination --</b> 8 <b>I can only make an assumption about how the client has</b> 9 <b>reacted to that. I don't know what they have done in</b> 10 <b>reaction to this, so I don't specifically know who would</b> 11 <b>be aware of -- who from FICO would be aware of any</b> 12 <b>changes in usage.</b> 13 Q I'm showing you what's been marked as deposition Exhibit 14 70. 15 (Exhibit 70 marked for identification) 16 Let me know when you've reviewed this document. 17 (Pause) 18 <b>A Okay.</b> 19 Q So, this is an email, the earliest email is one that you 20 wrote to Ross Smith on February 11, and you say: 21 "Update on Chubb -- how does this sound to you?" 22 <b>A Yes.</b> 23 Q And then you include a couple of paragraphs of detail 24 relating to the discussion you had with Hamish on the 25 technology rationalization project; correct?</p>	<p style="text-align: center;">Page 204</p> <p>1 <b>A No. It was effectively a concise version without losing</b> 2 <b>the key detail.</b> 3 Q Okay. Why did you decline to provide the other 4 information to Mike Sawyer? 5 <b>A So, Mark's guidance was to keep it to the essentials.</b> 6 Q Why? 7 MR HINDERAKER: Objection, lack of foundation. 8 <b>A Again, I cannot speak on behalf of Mark.</b> 9 <b>BY MS JANUS:</b> 10 Q Sure. What's your understanding of why you and your 11 team approached it this way? 12 <b>A So, this was Mark's recommendation. Mark is not part of</b> 13 <b>my team.</b> 14 Q What's your understanding of why you and Mark approached 15 it this way? 16 <b>A I took my guidance from Mark around keeping the update</b> 17 <b>to essential information.</b> 18 Q So you have no idea why? 19 <b>A No, because the key information was still contained</b> 20 <b>within the message that I sent.</b> 21 Q And then you write: 22 "Hi both...", to Ross and Mark: 23 "... what's our strategy to getting a share of the 24 negotiated new deal, should we get past the vendor 25 comparison?"</p>

<p>1 What did you mean by that?</p> <p>2 <b>A So I was perhaps thinking a couple of steps ahead and, 3 optimistically, that, should we win the comparison, 4 should our technology be chosen as a result, then there 5 would be a discussion between the sales leads in the US 6 and EMEA around how to attribute any revenue, based on 7 the contributions that each team had made.</b></p> <p>8 Q So you wanted EMEA to get a share of the revenue that 9 FICO would recognize from a renegotiation of the license 10 with Chubb?</p> <p>11 <b>A That was what I was, in my question, asking Mark to 12 think about.</b></p> <p>13 Q Because you thought that EMEA should get a share of the 14 new deal, right?</p> <p>15 <b>A So if we had taken part in the evaluation and 16 contributed towards that, then yes, that would be what I 17 would like the team to have achieved.</b></p> <p>18 Q And then Mark writes back and says:  19 "I've escalated this to Steve ...."  20 Who's that?</p> <p>21 <b>A Steve Hadaway who is the general manager for the EMEA 22 region.</b></p> <p>23 Q And he says:  24 "This isn't a global account and we should and will 25 get comped on this, especially if we are driving the</p>	<p>1 would be a proportion of the revenue ... what is the 2 word ... allocated to the EMEA region.</p> <p>3 Q Is that why he advised you to take out the details 4 relating to your meeting with Hamish?</p> <p>5 MR HINDERAKER: Objection as to lack of foundation.</p> <p>6 BY MS JANUS:</p> <p>7 Q In your email to Mike Sawyer?</p> <p>8 <b>A Yes. He didn't say to remove details. What he said is 9 in this email here, which is in summary to keep the 10 communication to the essentials of the -- of what was 11 discussed at the meeting.</b></p> <p>12 Q Is that why he wanted you to just say we have and 13 continue to engage in Chubb EMEA with Chubb EMEA?</p> <p>14 MR HINDERAKER: Lack of foundation.</p> <p>15 <b>A Sorry, could you be more specific about the question?</b></p> <p>16 BY MS JANUS:</p> <p>17 Q Well, I'm just -- it seems odd to me that you're 18 communicating with one of your colleagues at FICO, Mike 19 Sawyer, about the meeting that you had with Hamish, and 20 you're being instructed by Mark to withhold information 21 about the meeting. "Keep your powder dry".</p> <p>22 MR HINDERAKER: Object to counsel's characterization and 23 argument about the document. It speaks for itself.</p> <p>24 <b>A I did not make any -- draw any meaning from keeping the 25 powder dry, as it says in Ross's email, and I took</b></p>
<p style="text-align: center;">Page 206</p> <p>1 comparison".</p> <p>2 What does that mean, "This isn't a global account"?</p> <p>3 <b>A So, there is a list of global accounts at FICO which 4 have a named Global Account Manager, and Mark's 5 observation was that this account was not on that list.</b></p> <p>6 Q Chubb was not on that list?</p> <p>7 <b>A That is my interpretation of what Mark is saying. I did 8 not check the list to confirm, but that is my 9 interpretation of what he's saying here.</b></p> <p>10 Q And then he says:  11 "The US aren't entitled to negotiate a global deal"?</p> <p>12 <b>A That's what he has written, yes.</b></p> <p>13 Q Why did he write that?</p> <p>14 MR HINDERAKER: Objection, lack of foundation.</p> <p>15 <b>A I think that is -- I suspect that is Mark thinking 16 perhaps aspirationally about his -- the part that he 17 would have to play in any revised deal.</b></p> <p>18 <b>BY MS JANUS:</b></p> <p>19 Q So he's thinking that if the license is renegotiated 20 it's an opportunity for FICO Europe to finally get some 21 of the revenue from Chubb's use of Blaze?</p> <p>22 MR HINDERAKER: Same objection as to foundation.</p> <p>23 <b>A So, I suspect what Mark is thinking, and this is what 24 I was suggesting to him as well, was that if we can show 25 that we've contributed to the evaluation then there</b></p>	<p style="text-align: center;">Page 208</p> <p>1 Mark's suggestion at face value and kept the update to 2 just the essentials, specifically the technology 3 comparison still being imminent.</p> <p>4 <b>MS JANUS: Okay, let's go off-the-record.</b></p> <p>5 <b>VIDEOGRAPHER: Going off-the-record. The time is 5.36 pm.</b></p> <p>6 (5.36 pm)</p> <p>7 (A short break)</p> <p>8 (5.43 pm)</p> <p>9 <b>VIDEOGRAPHER: Back on the record, the time is 5.43.</b></p> <p>10 BY MS JANUS:</p> <p>11 Q Mr Clark, you understand you're still under oath?</p> <p>12 <b>A I do.</b></p> <p>13 Q Okay. We've talked about many documents here today, and 14 at one point I asked you in connection with one of the 15 conversations relating to the scope of Chubb's license 16 whether you had been asked to look into Chubb's 17 corporate formation or the details of legal entities 18 that were using Blaze. Do you recall that?</p> <p>19 <b>A I recall the discussion.</b></p> <p>20 Q Okay, and my question to you, just to make sure the 21 record is clear, is; throughout your time at FICO, while 22 you were working with Chubb, were you ever a party to 23 a conversation involving individuals at FICO relating to 24 Chubb's legal organization or the details of the 25 entities?</p>

1 MR HINDERAKER: So, some more guidance. If any information  
2 that you have on that subject is limited to  
3 conversations with lawyers -- FICO lawyers -- or myself,  
4 then you should respond by saying your only information  
5 is from privileged communications, and then I'll  
6 instruct you not to answer anything further. If you  
7 have a response to her question that does not depend  
8 upon privileged communications then please answer it.  
9 **A My only information is from privileged communications.**  
10 **BY MS JANUS:**  
11 Q Okay, so at no point did you believe that the  
12 permissibility of Chubb Europe's use of Blaze was  
13 dependent upon, or related to the structure of Chubb's  
14 corporate entities?  
15 MR HINDERAKER: Object to the question. Lack of foundation.  
16 Goes beyond -- asks for a legal conclusion from a lay  
17 witness, asked and answered, and I think this will be  
18 the last question and the last answer.  
19 **A So no, I had no interest in or insight into the**  
20 **structure of the legal entities on the client side.**  
21 **MS JANUS: Okay. Thank you. That's all the questions I**  
22 **have.**  
23 **MR HINDERAKER: I think we've conceded our seven hours and**  
24 **no quarrel, and I have no questions, and read and sign.**  
25 **MS JANUS: Okay. Thank you.**

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1 **VIDEOGRAPHER: Going off-the-record. The time is 5.47.**  
2 (5.47 pm)  
3 (Whereupon the deposition was concluded at 5.47 pm)  
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4 CERTIFICATE OF COURT REPORTER

5 I, EMMA WHITE, a Court Reporter of London, England,  
6 hereby certify the witness, OLIVER CLARK, was first duly  
7 sworn to testify to the truth, that the foregoing  
8 deposition was taken at the time and place stated  
9 herein, and that the said deposition was recorded  
10 stenographically by me and then reduced to printing  
11 under my direction, and constitutes a true record of the  
12 testimony given by said witness.

13 I certify the inspection, reading and signing of  
14 said deposition were NOT waived by counsel for the  
15 respective parties and by the witness.

16 I certify I am not a relative or employee of any of  
17 the parties, or a relative or employee of either  
18 counsel, and I am in no way interested directly or  
19 indirectly in this action.

20 IN WITNESS WHEREOF, I have hereunto set my hand and  
21 affixed my seal of office on this 17th day of August,  
22 2018.

23

24

25

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Emma White

1 STATE OF \_\_\_\_\_)

2 COUNTY OF \_\_\_\_\_)

3

4 I, OLIVER CLARK, the witness herein, having read the  
5 foregoing testimony of the pages of this deposition, do  
6 hereby certify it to be a true and correct transcript,  
7 subject to the corrections, if any, shown on the  
8 attached page.

9

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\_\_\_\_\_

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OLIVER CLARK

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Sworn and subscribed to before me,

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This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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\_\_\_\_\_.

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Notary Public

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INSTRUCTIONS TO WITNESS

2

3           Please read your deposition over carefully and make any  
4        necessary corrections. You should state the reason in the  
5        appropriate space on the errata sheet for any corrections that are  
6        made.

7        After doing so, please sign the errata sheet and date it.

8           You are signing same subject to the changes you have noted  
9        on the errata sheet, which will be attached to your deposition.

10           It is imperative that you return this original errata sheet  
11        to the deposing attorney within thirty (30) days of receipt of the  
12        deposition transcript by you. If you fail to do so, the deposition  
13        transcript may be deemed to be accurate and may be used in court.

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1 E R R A T A

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3 I wish to make the following changes, for the following reasons:

4

5 PAGE LINE

6 \_\_\_\_ CHANGE: \_\_\_\_\_

7 REASON: \_\_\_\_\_

8 \_\_\_\_ CHANGE: \_\_\_\_\_

9 REASON: \_\_\_\_\_

10 \_\_\_\_ CHANGE: \_\_\_\_\_

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21 REASON: \_\_\_\_\_

22

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24 WITNESS' SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

25

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